



புதுச்சேரி மாநில அரசிதழ்

La Gazette de L'État de Poudouchéry The Gazette of Puducherry

PART - I

சிறப்பு வெளியீடு

EXTRAORDINAIRE

EXTRAORDINARY

அதிகாரம் பெற்ற
வெளியீடு

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GOVERNMENT OF PUDUCHERRY INDUSTRIAL DEVELOPMENT (POWER) DEPARTMENT

(G.O. Ms. No. 35, Puducherry, dated 03rd December 2019)

NOTIFICATION

Whereas, by notification No. JERC-21/2017, dated 14-03-2018, the Joint Electricity Regulation Commission (for the State of Goa and Union Territories) has, in exercise of powers conferred by section 181 of the Electricity Act, 2003 (Central Act 36 of 2003), made the Joint Electricity Regulatory Commission for the State of Goa and Union Territories (Open Access in Transmission and Distribution) Regulations, 2017 (hereinafter referred to as the said regulations);

And whereas, clause 3.4 of the said Regulation prescribes the State Transmission Utility (STU) i.e., the Electricity Department, Puducherry, shall constitute a Coordination Committee and shall prepare the Detailed Procedure for Connectivity and grant of Open Access including requisite formats and submit to the Commission for approval;

And whereas, Joint Electricity Regulation Commission has approved the Connectivity and Open Access Procedure submitted by the Electricity Department, Puducherry;

Now, therefore, the Electricity Department, Puducherry, being the Nodal Agency hereby provides the detailed procedure for Connectivity and grant of Open Access which are enclosed to this Government Order.

(By order of the Lieutenant-Governor)

CHAURE RATNAGHOSH KISHOR,
Under Secretary to Government (Power).

Procedure for making application for grant of connectivity in Electrical system
(EHV, HV, LV distribution) of the Electricity Department
(For Long Term and Medium Term open Access consumers only)

1. Outline

- 1.1 This Procedure is in accordance with the various provisions of the “Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017, here in after referred to as “Regulations”. All Open Access applicants shall abide by the provisions of these Regulations and amendments thereof.
- 1.2 This procedure shall be applicable with immediate effect.
- 1.3 This Procedure shall apply to the Applications made for Grant of Connectivity to the electrical system or associated facilities of the Electricity Department, Puducherry here in after referred to as “Department”, which is the deemed Transmission and Distribution Licensee, for transmission and/or wheeling of electricity with or without interstate transmission system as received by Designated Office of the Department, on or after date of effect of this procedure.
- 1.4 Application for grant of connectivity to the electrical system of the Department can be made by:-
 - 1.4.1 A Consumer having a load of 4 MW and above or a Generating Station having a capacity of 4 MW and above shall be eligible to obtain Connectivity to the Intra-State Transmission System, unless already connected, and shall apply for Connectivity, provided that a Generating Station with an installed capacity below 4 MW may also obtain Connectivity to the Intra-State Transmission System, if it is found to be technically feasible by the Department.
 - 1.4.2 A Generating Station, including a captive power plant having installed capacity less than 4 MW shall be eligible to obtain Connectivity to the Distribution system, unless already connected, in accordance with the provisions of the Regulations. Provided that a Generating Station having installed capacity of more than 4 MW may be provided Connectivity to the Distribution System if such Connectivity is found to be technically feasible by the Department. Provided further that a Distribution Licensee shall be eligible to seek Connectivity to the Intra-State Transmission System and/or the Distribution System of any other Distribution Licensee.
- 1.5 The applicant (generator/consumer) already connected to grid or state grid or for which connectivity is already granted under the present arrangement, shall not be required to apply for connectivity for the same capacity. In case of the extension of capacity of generator or enhance of CMD/Load of consumer, however, it shall be required to make application for connectivity as per the provisions of these procedures.

- 1.6 The nodal agency and its designated officer for Grant of Connectivity, Long-term access and Medium-term open access to the electrical system of the Department are as follows.

System voltage	Region	Designated Office
Not exceeding 110 KV	Puducherry region	Superintending Engineer - O&M Puducherry, Electricity Department, Puducherry - 605001
	Karaikal, Mahe and Yanam regions	Superintending Engineer - Cable and Outlying region, Electricity Department, Puducherry - 605001
110 KV and above	Union Territory of Puducherry	Superintending Engineer cum HOD, Electricity Department, Puducherry - 605001

- 1.7 Applicant granted "Connectivity" will be required to sign/execute "Connection Agreement" with the designated office of the Department prior to the physical inter-connection. After signing of the Agreement, the designated office of the distribution licensee will provide a copy of the same to the System Control Centre functioning as SLDC, herein after referred to as SCC.
- 1.8 The scheduling jurisdiction and procedure, metering, energy accounting and accounting of Imbalance charges would be as per the applicable JERC Regulations/State Grid Code/Indian Electricity Grid Code, as amended from time to time.
- 1.9 The applicant shall have to comply with the provisions of the applicable Regulations, concerned with the MTOA & LTOA framed by JERC/CERC and amendments issued from time to time.
- 1.10 **Joint Evacuation:** - The Application of IPP's who construct their projects in the same zone can also apply for connectivity jointly. The IPP's have to construct their own pooling station along with dedicated feeder up to the inter-connection points or up to the point allotted by the designated office of the distribution licensee as mutually agreed. The Connection Agreement will be signed with the distribution licensee by the nominated member/authorized person of such IPP's. The other guide lines as per relevant JERC and CERC regulations issued from time to time shall be followed.

2. Information required to be submitted with the application for connectivity by generating station.

- 2.1 In order to assess the preparedness of the applicant making application seeking for connectivity to the electrical system of the Department, the applicant is required to submit along with the application, relevant documents in support of having initiated specific actions for project preparatory activities as detailed below:
- i) **Site identification and land acquisition:** The applicant shall furnish details of land required for the generation project, along with the extent to which the same has been acquired and taken possession of. The "Requirement" of land would be considered as

indicated in the proposal filed with the competent authority for seeking environmental clearances. In case of land to be acquired under the Land Acquisition Act 1894, the applicant shall submit a copy of the notification issued for such land under Section - 4 of the Land Acquisition Act 1894.

In all other cases, the applicant shall furnish documentary evidence in the form of certificate by concerned and competent revenue / registration authority for the acquisition / ownership / vesting of the land.

- ii) **Environmental clearance for the power station:** The applicant shall have to furnish details regarding the status on submission of requisite proposal seeking for the environmental clearance, to the concerned administrative authority (first level submission).
- iii) **Forest Clearance (if applicable) of the land for the power station:** The applicant shall have to furnish details regarding the status on submission of requisite proposal seeking for the forest clearance, to the concerned administrative authority (first level submission).
- iv) **Fuel Arrangements:** Details on fuel arrangements shall have to be furnished for the quantity of fuel required to generate power from the power station for the total installed capacity intended for connectivity.
- v) **Water linkage:** The applicant shall furnish details regarding approval obtained from the concerned Public Works department or any other concerned authority for the quantity of water required for the power station. These evidences shall be supported by a sworn affidavit by the generation project developer as per the format given at “**FORMAT-CONNECTIVITY-1**”.
- vi) **Other Statutory clearance:** The Applicant shall also furnish the necessary approvals obtained from the concerned Departments/local authorities as applicable:
 - 1. Forest clearance form Forest Department
 - 2. TEC clearances from Energy Directorate
 - 3. CEA clearance
 - 4. NOC from local authorities /Municipality/Panchayat/PWD.
 - 5. Government Clearance for muck disposal
 - 6. Aviation clearance where ever applicable.
 - 7. Others, if any as applicable or as desired by the Department.

Note:- As it is the duty of the generator to obtain all necessary statutory clearances before commissioning their power plant, the approval for grant of connectivity will not be withheld for want of fulfilment of such requirements.

3.0 Submission of Application

- 3.1 The application seeking for Grant of Connectivity to the electrical system of the Department should be submitted in a sealed envelope with “Application for Grant of Connectivity” clearly marked on the envelope. The application shall be addressed to the designated office as mentioned in 1.6 of this document.

- 3.2 The application for grant of connectivity to the electrical system of the Department shall be made as per the application format prescribed for connectivity and shall contain details such as geographical location of the generation project, unit-wise commissioning schedule, etc. **[FORMAT- CONNECTIVITY -2]**.
- 3.3 An application for grant of connectivity shall be accompanied by a non-refundable application fee by way of a Demand Draft or Bankers Cheque to be paid as notified by JERC, at the time of submission of application by the applicant, in favour of Junior Accounts Officer B&E, Electricity Department, Puducherry. The present applicable rate are as follows:-

<i>Application Fee for Connectivity to Intra-State Transmission System</i>		
Quantum of power to be injected/off take into/from Intra-State Transmission system	Application Fee in Rupees (₹) (Non-Refundable)	
	All except Renewable Energy based Generators	Renewable Energy based generators
Upto 10 MW	1,00,000	50,000
More than 10 MW and upto to 50 MW	2,00,000	1,00,00
More than 50 MW and up to 100 MW	3,00,000	1,50,000

<i>Application Fee for Connectivity to Distribution system</i>		
	All except Renewable Energy based Generators	Renewable Energy based generators
Application fee in Rupees (₹) (Non-Refundable)	1,00,000	50,000

- 3.4 The existing consumers, who are availing supply of electricity for their own use from the Department under the standard supply agreements and are eligible for open access to the electrical system of the Department, shall be provided connectivity and open access to the electrical system of the Department to the extent of their sanctioned contract demand. Such existing consumers shall not be required to pay any application fee for connectivity.
- 3.5 Further, in case of prospective consumers seeking connectivity and long/medium term open access from the Department for receiving electricity for their own use or the existing consumers seeking increase in the existing sanctioned contract demand, the terms and conditions as applicable to the prospective consumers or the existing consumers, as the case may be, under the JERC (Electricity Supply Code) Regulations 2010, shall be applicable.
- 3.6 All application received during the month shall be treated to have been made concurrently.
- 3.7 An incomplete Application, and/or an Application not found to be in conformity with these Procedures and the Regulations, shall be rejected.

4. Changes in the Application already made:

- 4.1 Any material change in the location of the generation project/drawl point or change (by more than 1 MW) in the quantum of power to be interchanged with the electrical system of the Department shall require filing of fresh application along with applicable fees and the already filed application shall be considered as cancelled and application fee shall be forfeited.
- 4.2 Application for any minor changes, i.e. material change in location or change in installed capacity of 1 MW or less shall have to be submitted in the same application format [**FORMAT-CONNECTIVITY -2:“Application for Grant of Connectivity”**].

5 Grant Of Connectivity

- 5.1 On receipt of the application, the designated Office of the Department shall, in consultation & through coordination with other concerned offices of the Department, process the application and carry out, as the case may be the necessary inter-connection study as specified in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and the JERC (State Grid code) Regulations 2010 as applicable from time to time. The designated office of the Department within 10 days of receipt of application shall forward the application for seeking comments/NOC from the following offices of the Department :

5.1.1 Where interconnection/injection/drawl is at 110 kV & above Voltage level:
The Executive Engineer (EHV)/ The Superintending Engineer O&M Puducherry/Cable and Outlying Region owning the sub-station / point of interconnection / injection / drawl.

5.1.2 Where interconnection/injection/drawl is at voltage below 110 kV:
The concerned Executive Engineer (Operation and Maintenance) owning the sub-station/point of interconnection/injection/drawl.

The above offices of the Department shall submit their comments/NOC to the designated office of the Department within 30 days or 15 days for Transmission or Distribution system respectively, after the receipt of application from the office of designated office. These offices shall clearly specify the name of the sub-station or pooling station or switchyard where connectivity is to be granted. In case connectivity is to be granted by looping-in and looping-out of an existing or proposed line, the aforesaid offices shall specify the point of connection and name of the line at which connectivity is to be granted. They will further indicate the broad design features of dedicated transmission/distribution line required to be constructed by the applicant at its cost to the point of connection with the electrical system or associated facilities of the Department.

- 5.2 The designated office of the nodal agency within 60 days from the date of receipt of application complete in all respect and after considering all suggestions and comments received from the other offices of the Department involved in the intra-State electrical system of the Department, shall:

5.2.1 Either make formal “Connectivity offer” to the applicant with a copy to all the concerned offices of the Department after considering all suggestions and comments received involving intra-State electrical system of the Department.

- 5.2.2 Reject the application stating the reason for rejection, if technically not feasible. However, before rejecting an application, opportunity to represent against the proposed rejection shall be given to the applicant. If required a hearing may be scheduled and the minutes of the hearing may be recorded in writing.
- 5.3 The intimation for grant of connectivity shall be communicated to the applicant **within 60 days** in respect of the Transmission system of (110 KV and above) or **within 30 days** in respect of the Distribution system (below 110 KV) from the date of receipt of an application complete in all respect as per **FORMAT-CONNECTIVITY-3**.
- 5.4 Applicant on receipt of intimation for Connectivity to the Transmission/Distribution system shall have to furnish additional details to the Department for signing/execution of "Connection Agreement" as per format given at **FORMAT - CONNECTIVITY-4**. These details are to be furnished to the Department at least 2 (two) years prior to physical interconnection, unless otherwise indicated by the Department. The Applicants are, however advised to furnish such details as early as possible for enabling them have lead time for any type of access.
- 5.5 The designated office of the Department will process the above information and will intimate the applicant, the connection details as per format given at **FORMAT-CONNECTIVITY-5**. Pursuant to such Connection details, the applicant shall have to sign "Connection Agreement" with the Department prior to the physical interconnection as per format given at **"FORMAT-CONNECTIVITY-6"**. After signing/execution of the Connection Agreement, the Department will provide a copy of the same to the SCC within a week time. Non-signing of connection agreement within stipulated period without seeking extension, the connectivity offer shall stand lapsed and after expiry, any request shall be treated as fresh application and shall be processed accordingly.
- 5.6 The applicant shall be eligible to be connected to the electrical system of Electricity Department, Puducherry from the date mentioned in the connection agreement.

6 Interchange of Power with the Electrical System of Distribution Licensee:

- 6.1 The grant of connectivity shall not entitle an applicant to interchange any power with the electrical system of the Department unless otherwise it obtains long-term open access, medium-term open access or short-term open access from the concerned Nodal agency (ies).
- 6.2 However, with the consent of the SCC/Department, the generating station including captive generating plant, which has been granted connectivity to the electrical system of the Department shall be allowed to undertake interchange of power for commissioning activities and injection of infirm power into the grid during testing including full load testing before being put into commercial operation for a period not exceeding six months, even before availing any type of open access, after obtaining permission of the SCC/Department, which shall keep grid security in view while granting such permission and after ensuring that injection of such power is only for the purpose of testing prior to commencing of Commercial Operation of the Generating Station or a unit thereof. The generating company shall pay the wheeling charges for such infirm power at the normal rates as decided by JERC from time to time. This infirm power from a generating station or a unit thereof, other than those based on non- conventional energy sources, the

tariff of which is determined by the JERC will be governed by the JERC (Terms and conditions for Determination of Tariff) Regulations 2009, as amended from time to time. The power injected into the electrical system of the Department from such generating stations during testing shall also be charged at the rates determined by JERC.

- 6.3 Under exceptional circumstances the generating station may be allowed by the SCC/ Department for extension of period of testing, including full load test and consequent injection of infirm power by the generating station beyond six(6) months on application one(1) month in advance before the expiry date of the initial permission given for six(6) month period.
- 6.4 The Generating Station including Captive Generating Station shall submit likely date of synchronization, likely quantum and period of injection of infirm power before being put into commercial operation to the SCC and the Superintending Engineer cum HOD, Electricity Department, Puducherry at least one month in advance.

7 Construction Of Dedicated System

- 7.1 An applicant may be required by the Department to construct a dedicated system to the point of Inter-connection to enable connectivity to the electrical system of the Department which shall be owned, operated and maintained by the applicant.
- 7.2 The applicant shall pay the cost towards modification/alterations to the existing infrastructure of the Department for accommodating the proposed connection as specified in the letter of the Department furnishing connection details.
- 7.3 Provided further that if the dedicated system is also used by any other user(s) at a later date, then the cost of assets of the dedicated system shall be shared/settled mutually by the owner of the dedicated line with the other users.

8 General

- 8.1 The applicant shall keep the Department indemnified at all times and shall undertake to indemnify, defend and keep the Department harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from such grant of connectivity.
- 8.2 All costs/expenses/charges associated with the application, including bank draft, bank charges etc. shall be borne by the applicant.
- 8.3 The applicant shall abide by the provisions of the Electricity Act, 2003, the JERC Regulations/Central Electricity Authority (Technical standards for connectivity to grid) Regulations, 2007 or JERC (State Grid Code) Regulations, 2010 or JERC (Distribution Code) Regulations 2010 and CERC (Indian Electricity Grid Code) Regulations 2010, as applicable and amended from time to time.
- 8.4 This procedure aims at easy and pragmatic disposal of applications made for Connectivity to the electrical system of the Department. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing these procedures. In order to resolve the same, this procedure shall be reviewed or revised by the Department with prior approval of JERC.

FORMAT-CONNECTIVITY -1**On Non Judicial Stamp paper of Rs. 100****AFFIDAVIT**

In the matter of filing application to Distribution Licensee for Grant of Connectivity to the Electrical System of Distribution Licensee under JERC Regulations, 2017 as amended from time to time.

I (Name) S/o Sh. (Father's name) Working as..... (Post)..... in..... (Name of the Company/Firm/Association of persons/Individual) having its registered office at(Address of the Company/ Firm/Association of persons/Individual) do solemnly affirm and say as follows:

1. That I am the (Post) of (Name of the Company/Firm/Association of persons/Individual), the representative in the above matter and am duly authorized to file the above application and to make this affidavit.
2. That I submit that M/s. (Name of the Company/ Firm/Association of persons/Individual) is a registered Company/Firm/Association of persons/Individual (Public Ltd/Pvt. Ltd.) Registered under Companies Act. Under the Article of Association of the Company and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s) of JERC as amended from time to time, the Company/Firm/Association of persons/Individual can file the enclosed application.
3. That I submit that all the details given in the enclosed application for grant of Connectivity along with necessary documents are true and correct and nothing material has been concealed thereof.
4. Further verify that contents of para 1 to 3 of my above affidavit are true and correct to the best of my knowledge and belief. No part and nothing material has been concealed therein.

Verified at Puducherry day of 20....

DEPONENT

(To be duly attested by Notary)

FORMAT-CONNECTIVITY-2**Application for grant of Connectivity**

Sl. No.	Description	Information to be furnished by the applicant
1.	Name of the Applicant	
2.	Addresses for correspondence	
3.	Contact Details	
	Prime Contact Person	
	Designation	
	Phone No. (Landline)	
	Phone No. (Mobile)	
	Fax:	
	E-Mail	
	Alternate Contact Person	
	Designation	
	Phone No. (Landline)	
	Phone No. (Mobile)	
	Fax:	
	E-Mail	
4.	Category	
	Generator (other than captive)	
	Captive Generator	
	Consumer and consumer Number	
5.	Details for Connectivity	
5a.	Capacity (MW) for which connectivity is required	
5b.	Date from which connectivity is required	
6.	Location of the Generating Station /Consumer (In case of Hydro-Generating Station Separate detail of Basin/Tributary be given)	
	Nearest Village / Town	
	District	
	State	
	Latitude	
	Longitude	
	Note:-In case of Joint Mode of Evacuation separate detail be given	

7.	Installed Capacity of the Generating Station	
	Unit-1	
	Unit-2	
	Unit-3	
	Unit-4	
	Unit-5	
	Note:-In case of Joint Mode of Evacuation separate detail be given	
8.	Commissioning Schedule of the Generating Station (new)	
	Unit-1	
	Unit-2	
	Unit-3	
	Unit-4	
9.	Details of the Generating Station	
	Name of the Power Plant Promoter	
	Fuel	
	Source of Fuel	
	Generation Voltage	
	Step-up Voltage	
	Is it an identified project of CEA	
	Base Load / Peaking	
10.	Details of Nearest 11/22/33/110/132/230 kV Sub- Stations	
	<i>Sub-Station-1</i> Voltage levels available Owner Distance (Km)	
	<i>Sub-Station-2</i> Voltage levels available Owner Distance (Km)	

	<i>Sub-Station-3</i> Voltage levels available Owner Distance (Km)	
11.	Details of DD/Bankers cheque	
	Application Fee	
	Amount (in Rs.) DD/Bankers cheque No. and Date Bank Name Branch Name	

Note: In case of Hydro Generating Station the following details be also furnished:

- a. Type of Turbine
- b. Governing equipment
- c. Main-inlet Valve (MIV)
- d. Generator
- e. Exciting System
- f. Step up Transformer
- g. Switchgear System
- h. XLPE Cables
- i. Shunt Capacitor
- j. Auxiliary Supply
- k. Tributary/Basin rivers
- l. Any, other information desired by the Department.

Note: In case of Joint Mode Evacuation the following details be also furnished:

- a. Capacity of each Power House
- b. Load flow studies & Fault studies of each P/House
- c. Voltage at which Joint evacuation
- d. Inter-connection point
- e. PPA of each IPPs
- f. Agreement of Sharing of Wheeling charges up interconnection point
- g. Authority to sign the Contract Agreement with the Department
- h. Equipment detail of each IPP
- i. Any, other information desired by the Department.

FORMAT-CONNECTIVITY -3**Intimation for grant of Connectivity**

Sl. No.	Description	Information to be furnished by the Department
1.	Intimation No. & Date	
2.	Ref. Application No. & Date	
3.	Name of the Applicant	
4.	Address for Correspondence	
5.	Nature of the Applicant	
	Generator (other than captive)	
	Captive Generator	
	Consumer	
6.	Details for Connectivity	
6a.	Capacity (MW) for which connectivity is granted	
6b.	Point at which Connectivity is granted	
6c.	Date from which connectivity is granted	
6d.	Electrical system of the Department Required for Connectivity	
6e.	Implementing Agency for connectivity to the electrical system of the Department	
6f.	Agencies between whom agreement is to be signed for implementation for connectivity to the electrical system of the Department	
7.	Wheeling Charges Applicable for the dedicated line	

8.	Location of the Generating Station / Consumer	
	Nearest Village / Town	
	District	
	State	
	Latitude	
	Longitude	
9.	Installed Capacity of the Generating Station	
	Unit-1	
	Unit-2	
	Unit-3	
	Unit-4	
	Unit-5	
10	Commissioning schedule of the generating station(New)	
	Unit 1	
	Unit 2	
	Unit 3	
	Unit 4	
	Unit 5	

FORMAT-CONNECTIVITY -4

Additional information to be furnished to the Electricity Department, Puducherry for signing of "Connection Agreement" for Connecting to the Electrical System of Electricity Department

A. Details of Applicant

Sl. No.	Description	Information to be furnished by the applicant
1.	Name of the Applicant Company/ Firm/ Association of persons/Individual:	
2.	Details of Grant of Connectivity	
	(a) Connectivity Intimation No.	
	(b) Date	
3.	Address for Correspondence:	
4.	Contact Person:	
4.1	Prime Contact Person	
	(a) Name	
	(b) Designation	
	(c) Phone No.	
	(d) FAX	
	(e) E-mail	
4.2	Alternate Contact Person	
	(a) Name	
	(b) Designation	
	(c) Phone No.	
	(d) FAX	
	(e) E-mail	
5.	Status of Applicant Company/Firm/Association of persons/Individual (Please tick the appropriate box):	<input type="checkbox"/> Generating station including captive Generating plant <input type="checkbox"/> Consumer
6.	Estimated time for completion of project (Please enclose PERT chart)	

B. Maps and Diagrams

1. Provide necessary survey of India topo sheet clearly marking the location of the proposed site. **Schedule – I.**
2. Provide site plan (both hard and soft copy in AutoCAD 2000 & above version) in appropriate scale. **Schedule–II.** The site plan should indicate 'following details
 - a. The proposed location of the Inter- connection point
 - b. Generators
 - c. Transformer
 - d. Site building
3. Provide an electrical Single Line Diagram (SLD) of the proposed facility detailing all significant items of plant. The plan is to be submitted in both hard copy and soft copy in AutoCAD 2000 & above version. **Schedule – III.**

C. Details of Connection – Generation Plant

1	Type of Generation Plant (Hydro, Thermal, Gas, etc)	
2	Rating of Generator Units	Schedule – IV
3	Maximum export capacity Required	
4	Maximum import capacity required. This is the amount of import capacity that the site will required during start up(MVA)	
5	Station house load during normal operating conditions (MW/MVAR)	
6	Expected running regime e.g. base load, peaking, etc	
7	Generator data for fault (Short circuit studies	Schedule – V
8	Dynamic simulation Data Generator Excitation Power System Stabilizer	Schedule – VI Schedule – VII Schedule – VIII

D. Details of Connection – Consumer

1	Type of Load (Industrial/Commercial) including type of industry, i.e. electric furnace, rolling mills, manufacturing, assembly line, etc,	
2	Peak requirement of load in MVA, MW and MVAR	
3	Peak import required in MVA, MW and MVAR	
4	Month-wise Peak import required in MVA, MW, MVAR	
5	Month-wise energy requirements in MUs	
6	Data for Fault (short circuit studies)	Single Phase to three phase fault level

E. Details of Connection – Data and Voice Communication

1	Type of data gateway (Remote Terminal Unit/ Substation Automation system Gateway)	(Whether RTU/ Substation Automation system Gateway; and Number of data ports)
2	Data communication connectivity standard followed (As per the interface requirement and other guidelines made availability by the SCC/ Department)	(Type of communication Protocol i.e. 101(serial port) or 104 (Ethernet), etc)
3	Communication media interface and capacity being targeted for connection for data and voice communication (compatible with the existing system)	Comm. Media : fibre optics, PLCC, etc Interface : RS 232C, G.703 or as per mutual agreement. Capacity : 1200 baud, 64 Kbps, 9.6 Kbps, etc. as per mutual agreement.

This is to certify that the above data submitted with the application is pertaining to the connection sought for the electrical system of Distribution Licensee. Further, any additional data sought for processing the application shall be furnished.

Authorized Signatory of Applicant

Name :

Designation :

Seal :

Place :

Date :

Schedule-I: Survey of India topo sheet clearly marking the location of the proposed site

Schedule-II: Site plan in appropriate scale.

Schedule-III: Electrical Single Line Diagram (SLD) of the proposed facility detailing all significant items of plant.

Schedule – IV : Rating of Generating Units

(Add additional sheets if number of units are more)

		Unit 1	Unit 2	Unit 3
1	Unit Rating (MVA)			
	Normal max. continuous generation capacity at Normal operating temperature (MW)			
	Normal max. continuous export capacity at Normal operating temperature (MW)			
	Maximum (peaking) generating capacity at minimum ambient air temperature (MW)			
	Maximum (peaking) generating capacity at maximum ambient air temperature (MW)			
	Minimum Continuous Generating Capacity (MW)			
	Normal Maximum Lagging MVAR at rated MW output			
	Normal Maximum Leading MVAR at rated MW output			

Please attach a capability Curve:

Drawing No. of the Capability Diagram attachment

Schedule – V: Generator Data for Fault (Short Circuit Studies)

All data to be provided on pu machine MVA base

1.	Direct Axis Transient Reactance (Unsaturated)	Xd	
2.	Sub-transient Reactance (Unsaturated)	Xd''	
3.	Synchronous Reactance	Xs	
4.	Zero Phase Sequence Reactance	Xo	
4.	Negative Phase Sequence Reactance	X2	

Schedule – VI: Dynamic Simulation Data**Generator Data**

All data to be provided on p.u. machine MVA base

1.	Direct Axis Positive Phase Sequence Xd Synchronous Reactance		
2.	Quadrature Axis Positive Phase Sequence Synchronous Xq Reactance		
3.	Direct Axis Transient Reactance (unsaturated) Xd		
4.	Quadrature Axis Transient Reactance (unsaturated) Xq		
5.	Sub-Transient Reactance (unsaturated) Xd		
6.	Armature Leakage Reactance X_l		
7.	Direct Axis Transient open circuit Time Constant (Secs) Tdo		
8.	Direct Axis Sub transient open circuit Time Constant (Secs) Tdo		
9.	Quadrature Axis Transient open circuit Time Constant (Secs) Tqo		
10	Quadrature Axis Sub transient open circuit Tqo Time Constant (Secs)		
11	Inertia of complete turbo generator (MWs/MVA) H		
12	Please provide open circuit magnetization curve enter drawing number here or mention "assume" <i>Note: If this not available then the Department shall assume magnetic saturation characteristics as per the Annexure-a</i>		

Excitation Data

Please submit Laplace domain control block diagram that represents the generator excitation system in accordance with IEEE standard excitation model or as otherwise agreed with SCC/ Department. The control block diagram should completely specify all the time constants and gains to fully explain the transfer function from the compensator or generator terminal voltage and field current to generator voltage. A list of acceptable IEEE standard excitation model available with PSS/E simulation package used by SLDC is shown in **Annexure-B**.

Please fill/tick the appropriate box below:

Please assume model

☐

OR

If the excitation data is not available at this stage then SCC/ Department shall assume exciter model given at **Annexure-C** which represents a typical excitation model.

Assume the model given at **Annexure-C** as our model.

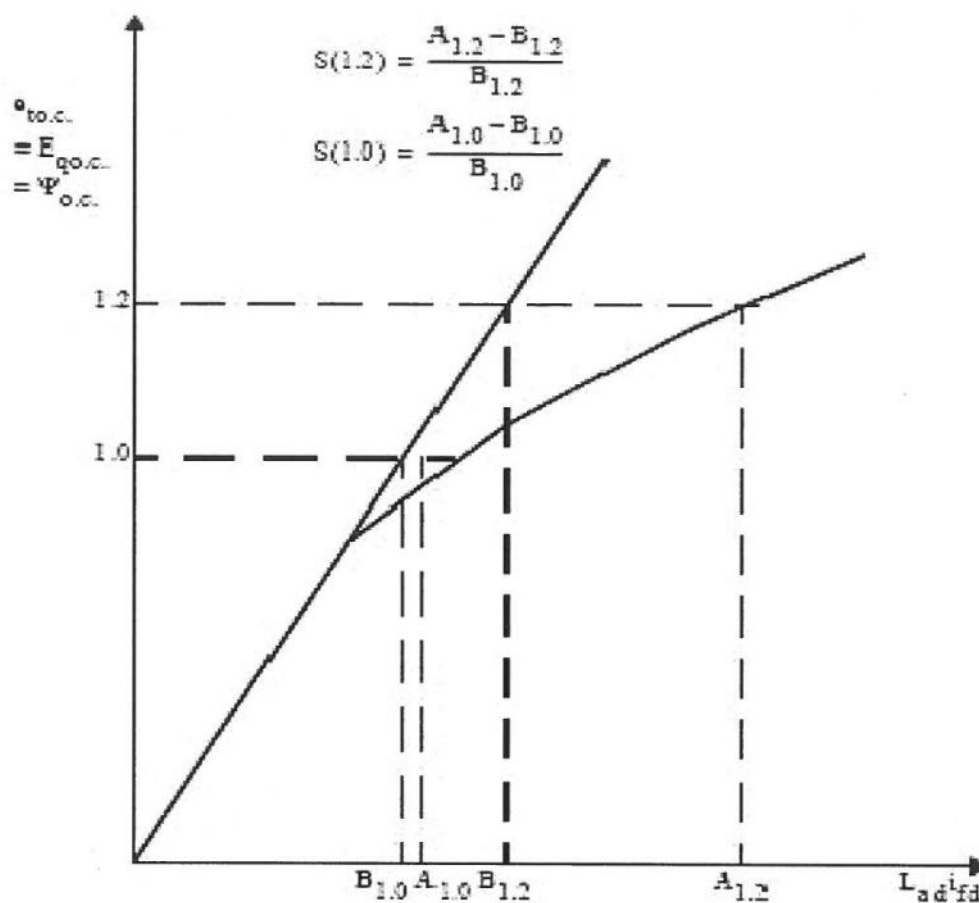
☐

Schedule – VII: Two Winding Transformer Data

1.	Transformer positive sequence resistance (R1%)	
2.	Transformer positive sequence reactance (X1%)	
3.	Transformer zero sequence resistance (R0%)	
4.	Transformer zero sequence reactance (X0%)	
5.	Transformer Vector group	
5.	Nature of Tap Changer (on load/off load)	
6.	Number of steps and step size	

Schedule – VIII: Three Winding Transformer Data

1.	Transformer Vector group	
2.	Positive sequence resistance (R1HL1%) between HV/LV1	
3.	Positive sequence reactance (X1HL1%) between HV/LV1	
4.	zero sequence resistance (R0HL1%) between HV/LV1	
5.	zero sequence reactance (X0HL1%) between HV/LV1	
6.	Positive sequence resistance (R1HL2%) between HV/LV2	
7.	Positive sequence reactance (X1HL2%) between HV/LV2	
8.	Transformer zero sequence resistance (R0HL2%) between HV/LV2	
9.	zero sequence reactance (X0HL2%) between HV/LV2	
10.	Positive sequence resistance (R1L1L2%) between LV1/LV2	
11.	Positive sequence reactance (X1L1L2%) between LV1/LV2	
12.	Zero sequence resistance (R0L1L2%) between LV1/LV2	
13.	Zero sequence reactance (X0L1L2%) between LV1/LV2	
14.	Positive sequence resistance (R1HL1//L2%) between	
15.	Positive sequence reactance (X1HL1//L2%) between HV/(LV1+LV2)	
16.	Zero sequence resistance (R0HL1//L2%) between HV/(LV1+LV2)	
17.	Zero sequence reactance (X0HL1//L2%) between HV/(LV1+LV2)	



Annexure-a (above diagram)

Open Circuit Magnetic Curve

Magnetic saturation data to be assumed

S (1.0) =

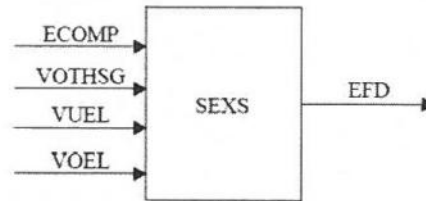
S (1.2) =

Annexure-B**Acceptable IEEE standard excitation model available with PSS/E simulation package**

Excitation System Models	
ESAC1A	1992 IEEE type AC1A excitation system model
ESAC2A	1992 IEEE type AC2A excitation system model
ESAC3A	1992 IEEE type AC3A excitation system model
ESAC4A	1992 IEEE type AC4A excitation system model
ESAC5A	1992 IEEE type AC5A excitation system model
ESAC6A	1992 IEEE type AC6A excitation system model
ESAC8B	Basler DECS model
ESDC1A	1992 IEEE type DC1A excitation system model
ESDC2A	1992 IEEE type DC2A excitation system model
ESST1A	1992 IEEE type ST1A excitation system model
ESST2A	1992 IEEE type ST2A excitation system model
ESST3A	1992 IEEE type ST3A excitation system model
EXAC1	1981 IEEE type AC1 excitation system model
EXAC1A	Modified type AC1 excitation system model
EXAC2	1981 IEEE type AC2 excitation system model
EXAC3	1981 IEEE type AC3 excitation system model
EXAC4	1981 IEEE type AC4 excitation system model
EXBAS	Basler static voltage regulator feeding dc or ac rotating exciter model
EXDC2	1981 IEEE type DC2 excitation system model
EXELI	Static PI transformer fed excitation system model
EXPIC1	Proportional/integral excitation system model
EXST1	1981 IEEE type ST1 excitation system model
EXST2	1981 IEEE type ST2 excitation system model
EXST2A	Modified 1981 IEEE type ST2 excitation system model
EXST3	1981 IEEE type ST3 excitation system model
IEEET1	1968 IEEE type 1 excitation system model
IEEET2	1968 IEEE type 2 excitation system model
IEEET3	1968 IEEE type 3 excitation system model
IEEET4	1968 IEEE type 4 excitation system model
IEEET5	Modified 1968 IEEE type 4 excitation system model
IEEEX1	1979 IEEE type 1 excitation system model and 1981 IEEE type DC1 model
IEEEX2	1979 IEEE type 2 excitation system model
IEEEX3	1979 IEEE type 3 excitation system model
IEEEX4	1979 IEEE type 4 excitation system, 1981 IEEE type DC3 and 1992 IEEE type DC3A models
IEET1A	Modified 1968 IEEE type 1 excitation system model
IEET1B	Modified 1968 IEEE type 1 excitation system model
IEET5A	Modified 1968 IEEE type 4 excitation system model
IEEX2A	1979 IEEE type 2A excitation system model
SCRX	Bus or solid fed SCR bridge excitation system model
SEXS	Simplified excitation system model

SEXS – Simplified Excitation System Model

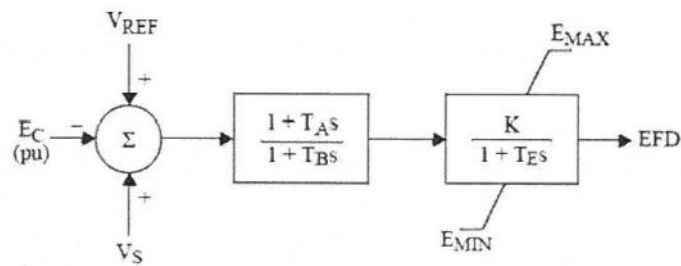
This model is located at system bus # _____ IBUS,
 machine # _____ I.
 This model uses CONs starting with # _____ J,
 and STATEs starting with # _____ K.



CONs	#	Value	Description
J			T_A/T_B
J+1			$T_B (>0)$ (sec)
J+2			K
J+3			T_E (sec)
J+4			E_{MIN} (pu on EFD base)
J+5			E_{MAX} (pu on EFD base)

STATEs	#	Description
K		First integrator
K+1		Second integrator

IBUS, 'SEXS', I, T_A/T_B , T_B , K, T_E , E_{MIN} , E_{MAX} /



$$V_S = VOTHSG + VUEL + VOEL$$

Annexure-C (above model)

SEXS Simplified Excitation System Model

FORMAT-CONNECTIVITY-5**Draft Letter furnishing Connection Details for Connection to the
Electrical System of the Department by Designated Offices of the Department**

[Name]

[Address of the party]

Subject: Connection Details for connection to the Electrical System of the Department.

Dear Sir,

This is with reference to your application No. _____ dated _____ seeking connectivity to the electrical system of the Department. We have examined your proposal and you are here by permitted connectivity to the grid as per the details given below:

1	Name of the Link (sub-station/line) to which connectivity is granted	
2	Voltage Level	11/22/33/110/132/230 KV
3	Type of link	
4	Reactive compensation to be provided	(specify rating of Line Reactor/ Bus reactor /Series compensation if any)
5	Maximum import capacity through the link	
6	Maximum export capacity through the link	
7	Expected date of commercial operation	
8	Bay allocated in the switchyard of connectivity	Bay No; (Refer enclosed single line diagram in Annexure-I)
9	Equipment to be provided by applicant in the allocated bay meeting the requirement of Central Electricity Authority (Technical standard for connectivity of grid) Regulations 2007 and as amended from time to time which shall be compatible with the equipment installed at other end.	[Refer annexure-II]
10	Protection equipment to be provided by applicant shall be meeting the requirements of Central Electricity Authority (Technical standard for connectivity of grid) Regulations 2007 and as amended from time to time and shall be compatible to facilitate exchange of data with the existing System installed in the electrical system of the Department.	[refer Annexure-III]
12	Details of the modification/alteration to existing facilities for accommodating proposed connection and its estimated cost to be borne by the applicant.	[refer Annexure-IV]
13	Name of the communication link for data and voice communication	From (Name of switch yard/ Sub-station) to (Name of the switch yard/ sub-station)

14	Communication equipment details upto SCC Data collection point	[refer Annexure-V]
15	Site responsibility schedule	(as marked in the attached GA diagram at annexure-VI)

It may be noted by the applicant that all the equipments and systems to be provided by applicant, shall have to conform to the technical standards as specified in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 or JERC (State Grid Code) Regulations, 2010 or JERC (Distribution Code) Regulations 2010 and CERC (Indian Electricity Grid Code) Regulations 2010, as applicable and amended from time to time. The applicant will establish, test, commission and demonstrate the voice and data communication facilities with SCC before test charging.

At the Inter-connection point to the electrical system of the Department, all works associated with bay extension shall be taken- up by the Department on deposit of cost for the same by the applicant or the applicant on his own. However, these equipments shall be owned by the applicant.

Thanking You,

Yours faithfully,

Annexure - II

Equipments to be provided by the applicant in the allocated bay, meeting the technical standards as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2013 as amended from time to time.

Sl. No.	Name of Equipments	Nos.	Ratings
1.	Circuit Breaker		
2.	Isolators		
3.	Earth Switches		
4.	CT		
5.	CVT		
6.	Wave Trap		
7.	Etc.		
8.			
9.			

Annexure-III

System recording & SCADA Equipment to be provided by the app

Sl. No.	Name of Equipments	Nos.	Ratings
1.	Event Logger		
2.	Disturbance recorder/ Fault locator		
3.	Data Acquisition System		
4.	Communication equipment		
5.	Etc.		
6.			
7.			

Annexure-IV

Details of the modification/alteration to existing facilities for accommodating proposed connection and its estimated cost.

Annexure-V

Communication equipment details up to SLDC Data Collection Point.

Annexure- VI**Site Responsibility Schedule****A. Principle & Procedure:**

The responsibility of control, operation, maintenance & all matters pertaining to safety of equipments and apparatus at the connection point shall lie with the owner of equipment.

For ease of day-to-day operation as a general practice, O&M is carried out by the owner of the substation in whose premises the proposed bay is located for which a separate O&M contract is to be entered into, based on mutually agreed terms and conditions.

B. List of equipment and their ownership at the connection point :

Sr. No.	Name of Equipment	Ownership
1.		
2.		
3.		
4.		
5.		
6.		
7.		
C		

C. Site common Drawings:

- a. Site layout
- b. Electrical layout (SLD)
- c. General Arrangement Drawings (GA)
- d. Details of protection
- e. Common services drawing

Equipment detail to the above Annexure in Brief

- (a) All EHV sub-station equipments shall comply with Bureau of Indian Standards (BIS)/IEC/prevailing Code of practice;
- (b) All equipment shall be designed, manufactured, tested and certified in accordance with the quality assurance requirements as per IEC/BIS standards;
- (c) Each connection between a user and electrical system of Electricity Department shall be controlled by a circuit breaker capable of interrupting, at the connection point, the short circuit current as advised by the Electricity Department.

Fault Clearance Times

- (a) Fault clearance time when all equipments operate correctly, for a three phase fault (close to the bus-bars) on user's equipment directly connected to electrical system of the Department and for a three phase fault (close to the bus-bars) on electrical system of the Department connected to agency's equipment, shall be as per CEA regulations.
- (b) Back-up protection shall be provided for required isolation/protection in the event of failure of the primary protection systems provided to meet the above fault clearance time requirements. If a generating unit is connected to the electrical system of the Department directly, it shall withstand, until clearing of the fault by back-up protection on the electrical system of the Department.

Protection

Protection systems are required to be provided by all users connected to the electrical system of the Department in co-ordination with Department. In case of installation of any device, which necessitates modification/replacement of existing protection relays/ scheme in the network, owner of respective part of network shall carry out such modification/ replacement.

Protection systems are required to isolate the faulty equipments and protect other components against all types of faults, internal/ external to them, within the specified fault clearance time with reliability, selectivity and sensitivity. All agencies connected to the electrical system of the Department shall provide protection systems and metering systems.

Relay setting coordination shall be done at State level by the Protection wing of the Department and at the Regional level by the Southern Regional Power Committee.

GENERATING UNITS AND POWER STATIONS

- (a) a generating unit shall be capable of continuously supplying its normal rated active /reactive output within the system frequency and voltage variation range subject to the design limitations specified by the manufacturer.
- (b) a generating unit shall be provided with an AVR, protective and safety devices, as set out in Connection Agreements.
- (c) each generating unit shall be fitted with a turbine speed governor having an overall droop characteristic within the range of 3% to 6% subject to design limitations specified by the manufacturer, which shall always be in service.
- (d) each generating unit shall be capable of instantaneously increasing output by 5% when the frequency falls, limited to 105% MCR, ramping back to the previous MW level (in case the increased output level cannot be sustained) shall not be faster than 1% per minute.
- (e) the equipment for data transmission and communications shall be owned and maintained by the respective generator.

REACTIVE POWER COMPENSATION

- (a) Reactive power compensation and/or other facilities should be provided by all concerned, as far as possible, in the low voltage Systems close to the load points thereby avoiding the need for exchange of reactive power to/from electrical system of the Department and to maintain transmission system voltage within the specified range.
- (b) Line reactors may be provided to control temporary overvoltage within the limits as set out in Connection Agreements.
- (c) The additional reactive compensation to be provided by the user shall be indicated by Department in the Connection Agreement for implementation.
- (d) Users shall endeavour to minimize the reactive power drawal at an interchange point when the voltage at that point is below 95% of rated voltage, and shall not inject reactive power when the voltage is above 105% of rated voltage. Interconnecting transformer taps at the respective drawal points may be changed to control the reactive power interchange as per user's request to the SCC, but only at reasonable intervals.
- (e) Switching in/out of all bus and line reactors throughout the grid shall be carried out as per instructions of SLDC. Tap changing on all 230/110 kV interconnecting transformers shall also be done as per the instructions of SCC.

DATA COMMUNICATION FACILITIES

Reliable and efficient speech and data communication systems shall be provided to facilitate necessary communication and data exchange, and supervision/control of the grid by the SCC, under normal and abnormal conditions. All agencies including CGSs who are allowed open access shall provide systems to telemeter power system parameter such as flow, voltage and status of switches/transformer taps etc. in line with interface requirements and other guidelines made available to SCC. The associated communication system to facilitate data flow up to SLDC and ALDC, as the case may be, shall also be established by the concerned agency as agreed by Department in the Connection Agreement. All agencies in coordination with Department shall provide the required facilities at their respective ends and at SCC as agreed in the Connection Agreement.

SYSTEM RECORDING INSTRUMENTS

Recording instruments such as Data Acquisition System / Disturbance Recorder/ Event Logger /Fault Locator (including time synchronization equipment) shall be provided in the electrical system of the Department for recording of dynamic performance of the system. Users shall provide all the requisite recording instruments as stated in the Connection Agreement according to the agreed time schedule.

CONNECTION STANDARD

The applicable technical standards for construction of electrical plants, electric lines and connectivity to the electrical system of the Department shall be the standards notified by the Authority under clause (b) of section 73 of the Act.

SAFETY STANDARD

The applicable safety requirements for construction, operation and maintenance of electrical Plants and electric lines shall be as per the standards notified by the Authority under clause (c) of section 73 of the Act.

RESPONSIBILITIES FOR OPERATIONAL SAFETY

Site Responsibility Schedule

All users concerned shall be responsible for safety as indicated in Site Responsibility Schedules for each connection point.

- (a) For every connection to the electrical system of the Department for which a Connection Agreement is required, a schedule of equipment shall be prepared by the Department with information supplied by the respective users. This schedule, called a Site Responsibility Schedule, shall state the following for each item of equipment installed at the connection site:-
 - (i) the ownership of plant/apparatus;
 - (ii) the responsibility for operation of plant/apparatus;
 - (iii) the responsibility for maintenance of plant/apparatus;
 - (iv) the responsibility for control of plant/apparatus;
 - (iv) the manager of the site;
 - (vi) the responsibility for all matters relating to safety of persons at site;
- (b) All agencies connected to or planning to connect to electrical system of the Department would ensure providing of RTUs and other communication equipment, as specified by SCC, for sending real-time data to SCC before the date of commercial operation of the generating stations or sub-station/line being connected to electrical system of the Department.

Single Line Diagrams

- (a) Single line diagram shall include all high tension connected equipment and the connection to all external circuits and incorporate numbering, nomenclature and labelling;
- (b) Single line diagram shall be furnished for each connection point by the connected users to SCC. These diagrams shall include all HV/EHV connected equipment and connections to all external circuits and incorporate numbering, nomenclature and labelling, etc. The diagram is intended to provide an accurate record of the layout and circuit connections, rating, numbering and nomenclature of HV/EHV apparatus and related plant;
- (c) Whenever any equipment has been proposed to be changed, then concerned user shall intimate the necessary changes to Department and to all concerned. When the changes are implemented, changed single line diagram shall be circulated by the user to SCC.

Site Common Drawings

- (a) Site Common Drawing will be prepared for each connection point and will include site layout, electrical layout, details of protection/control and common services drawings. Necessary details shall be provided by the user to the Department;
- (b) Detailed drawing shall be prepared by users in respect of their System/facility at each connection point and copies of the same shall be made available to the Department;
- (c) In case any change in the site common drawings that are found necessary by Department or user in respect of their system/facility at the connection point, the details of such changes shall be furnished to the other party as soon as possible.

FORMAT-CONNECTIVITY -6**DRAFT
Connection Agreement**

**THIS AGREEMENT is made the day of 20.....
BETWEEN:**

[Electricity Department, 137, Subash Chandra Bose Salai, Puducherry - 605001]
(Herein after called the "Distribution Licensee" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns and for the purposes of this Connection Agreement. The Distribution Licensee shall act through its _____ [Address of the State head quarter where connection shall be located] Unit;

and

[Name and registered address of the Applicant Company/Firm/Association of persons/Individual] (herein after called "Applicant") which expression shall unless repugnant to the context or the Applicant meaning thereof be deemed to mean and include its successors or permitted assigns;

WHEREAS:

- (A) The Applicant has applied to the Distribution Licensee for connection of the [mention generating station including a captive generating plant or Consumer as appropriate] facility to the Electrical System of Distribution Licensee and use of Electrical System of Distribution Licensee to wheel electricity to and/or from the buyer/seller of power of the applicant.
- (B) The Distribution Licensee has agreed to the connection of the [mention generating station including a captive generating plant or consumer as appropriate] facility to the Distribution Licensee's Electrical System (via the applicant's Site-Related Connection Equipment) at the Connection Point (..... Mention details of the connection point, the name of sub-station, name of line which is to be made LILO, etc.....) using the (wave length) distribution and Communication System of the Distribution Licensee /SCC to wheel electricity as well as real time data to and / or from the Facility through the electrical system of Distribution Licensee.
- (C) The Parties shall enter into this connection agreement to record the terms and conditions upon which the Parties will carry out their respective Connection Works, the estimated cost to be borne by the applicant for the modification/alterations to the infrastructure of Distribution Licensee for accommodating the proposed connection.
- (D) The parties shall separately take up modalities for implementation of the works on mutually agreed terms and conditions. The scope of works, time schedule for completion of works, including the timelines for the various milestones to be reached for completion of works (PERT chart), shall form an appendix to this agreement, and form the basis for evaluating the works being executed by the parties. Penalties for non-completion of works in time by one party resulting in financial loss to the other party may be appropriately priced as per mutual agreement, for indemnification of each other against losses incurred in this regard, and form a part of this Agreement. Similarly, for the regular O&M of the connection equipments owned by the applicant and located in the Distribution Licensee's premises/switchyard, the parties shall separately take up the O&M agreement on mutually agreed terms and conditions.
- (E) Further, a signed copy of the agreement along with all the Annexure, and amendments when ever made, shall be submitted to the SCC

IT IS HEREBY AGREED as follows:-

1. General Conditions for Connectivity

1.1 The Parties agree to the following General Conditions:

- (a) The parties shall abide by the Joint Electricity Regulatory Commission for the state of Goa and UT (Connectivity and Open access in Intra-State Transmission and Distribution) Regulations, 2017, as amended from time to time, in respect of procedure of grant of connectivity and other matters.
- (b) The applicant or Distribution Licensee, as the case may be, shall be responsible for planning, design, construction, and safe & reliable operation of its own equipments in accordance with the Central Electricity Authority (Technical Standards for connectivity to the Grid) Regulations, 2013, Central Electricity Authority (Technical Standards for construction of electrical plants and electric Lines) Regulations 2010, Central Electricity Authority (Grid standards) Regulations, CERC (Indian Electricity Grid Code) Regulations 2010(IEGC), and other statutory provisions as applicable and as amended from time to time.
- (c) The applicant or Distribution Licensee shall provide necessary facilities for voice & data communication for transfer of real time operational data such as voltage, frequency, real and reactive power flow, energy and status of circuit breakers & isolators positions, transformers taps and other parameters from their station to Data collection points (DCP) of system of SCC as per IEGC. SCC shall provide access to applicant's data transfer through communication network in case spare channels are available on mutually agreed terms. The location of DCP of SCC shall be the nearest station connected electrically where wideband communication capacity of SC is available. The responsibility of end to end connectivity and ensuring data transfer shall be that of the applicant.

1.2 The following documents and their schedules which have been initialled by the parties and annexed herewith shall be deemed to form an integral part of this Agreement in the order of precedence listed below :-

- (a) Application for seeking connection to the electrical system of Distribution Licensee.
- (b) Intimation for Grant of Connectivity
- (c) Additional information for signing Connection Agreement
- (d) Connection Offer Letter
- (e) This Agreement

1.3 Availability of Statutory/Regulatory Approval

Notwithstanding anything in the Agreement to the contrary, the applicant shall be responsible for obtaining the statutory clearances/approval for carrying out the works requiring connection to the electrical system of Distribution Licensee. Accordingly, the provisions of the Agreement dealing with the carrying out of the works, either by the applicant or the Distribution Licensee (unless otherwise agreed mutually) in all respects would be conditional on and subject to the Distribution Licensee being satisfied that the necessary approval/clearance are available with the applicant.

2. Agreement to Pay Charges and Costs

2.1 Agreement to Monthly Wheeling Tariff

The applicant declares that it shall pay the applicable charges as notified by the appropriate Commission for use of electrical system of Distribution Licensee and transmission system of State Transmission Utility as and when Long term access, Medium- term open access or short-term open access is availed by the applicant, in accordance with the relevant regulations of JERC in this regard.

2.2 Agreement to additional costs

The applicant declares that it shall pay the cost towards modification/alterations to the infrastructure of Distribution Licensee for accommodating the proposed connection as specified in the letter of Distribution Licensee furnishing connection details.

2.3 Agreement to pay for damages

The applicant declares that it shall pay/ make good of damages, if any, caused by the applicant to the property/electrical system of Distribution Licensee during the course of control, operation and maintenance of the equipment, within reasonable time of its occurrence.

2.4 Agreement to pay Charges for construction of Bays

The applicant will execute an agreement with the Distribution Licensee for the erection of equipment of applicant in the substation premises of the Distribution Licensee for construction of bays, if required. For this purpose the applicant shall pay charges to the Distribution Licensee on mutually agreed terms.

2.5 Agreement to pay O & M charges

The applicant shall pay Operation and Maintenance charges to the Distribution Licensee on mutually agreed terms for the bay equipment of the applicant to be operated & maintained by the Distribution Licensee in its substation. These O&M charges will be governed time to time as per the mutually agreed terms.

3. Conditions Precedent to the implementation of the Commissioning Instructions

The applicant shall have to get appropriate "Commissioning Instruction" prior to actually first charging of the equipment through the grid. The charging instruction shall be issued only when the Distribution Licensee is satisfied (by acting reasonably) that:

- (a) The Connection works have been completed.
- (b) The applicant has complied with its all obligations as set out in the Offer Letter.
- (c) The applicant has demonstrated the voice & data Communication facilities to concerned SCC.
- (d) The applicant has obtained necessary approvals like PTCC, UT of Puducherry Electrical Inspectorate/CEA etc. from competent authority
- (e) The applicant has complied with its obligations under the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2013 or the JERC Electricity Supply code 2010/ the State Grid code, 2010 as applicable and amended from time to time.

4. Metering

Interface Energy Meters shall be installed and maintained by the distribution licensee in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2007, JERC State Grid code and IEGC as amended from time to time, at the cost of the applicant.

5. Site Access

Being restricted area, the Distribution Licensee may give permission or allow access to the employees and/or agents and/or subcontractors and/or invitees of the applicant in its premises to carry out preliminary site investigation works, the Connection Works, modification works, inspections, etc, based on a written request by the applicant giving reasonable advance notice. All such actions are to be carried out under the strict supervision of the Distribution Licensee's authorized representative to safeguard the safety and security requirements of Distribution Licensee's installations and safety of the representatives of the applicant.

Similarly the applicant may also allow, on prior permission, site access to the Distribution Licensee's employees and/or invitees to carry out preliminary site investigation works, inspections, etc in the connection site of the applicant, provided that a written request has been made giving reasonable advance notice.

6. Conditions of access

Site access for the Distribution Licensee/applicant shall include the right to bring such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the permission of access is granted. Being a restricted area, any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the applicant or Distribution Licensee and its duly authorized employees and agents to safe guard the interest of safety and security requirements of personnel and equipment. All such access shall be exercisable without payment of any kind.

7. Transfer Assignment and Pledge

The applicant shall not transfer, assign or pledge its rights and obligations under this connection agreement to any other person.

8. Notice

All correspondence/notices required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of the department of post with an acknowledgment due to other party (ies) as per authorization by parties. The authorities of the parties who shall responsible for the correspondence notices etc. in connection with this agreement shall be informed in advance.

9. Settlement of Disputes and Arbitration

As per Regulation of 9.5 of JERC (Connectivity and Open Access in Intra State Transmission and Distribution) Regulations, 2017.

10. Force Majeure

Force Majeure herein is defined as any cause which is beyond the control of the Distribution Licensee or the applicant which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the agreement. Force Majeure events would include:

- Natural phenomenon including but not limited to floods, droughts, earthquake and epidemics;
- War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India, revaluation, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the generation station, captive generating plant or consumer, electrical system of Distribution Licensee, or any facility or system that is integral to and substantial for the performance of this agreement.
- Any event or circumstances of nature analogous to any events set forth above within India.

Provided either party shall within fifteen (15) days from the occurrence of such a Force Majeure event notify the other in writing of such cause(s).

Neither of the parties shall be liable for delays in performing obligations on account of any force majeure causes as referred to and/or defined above.

11. Confidentiality

The parties shall keep in confidence any information obtained under this Connection Agreement and shall not divulge the same to any third party without the prior written consent of the other party, unless such information is

- (a) In the public domain,
- (b) Already in the possession of the receiving party,
- (c) Required by the Govt. Ministries/Agencies/Court of competent jurisdiction. The information exchanged herein between the parties shall be used only for the purpose of, and in accordance with, this Agreement and for the purpose stated herein. This clause shall remain in force even after termination of Connection Agreement.

12. Governing Laws and Jurisdiction

The agreement shall be governed by Indian Laws and Rules made there under.

13. Amendments to the Connection Agreement

In case of modification of point of connection like re-allocation of bays, up gradation of voltage level etc. by either of the parties, if mutually agreed, and amendment to the connection agreement shall be executed between the parties within 30 days of implementing such modification.

IN WITNESS WHEREOF The Distribution Licensee and the applicant have caused this agreement to be executed by duly authorized representative on date above first herein written.

Signed for and on behalf of:-[Distribution Licensee Details] Signed for and on behalf of:-
[Applicant Details]

Witness:

- 1)
- 2)
- 3)

Appendix

Time schedule for completion of works of generator/consumer, including the timelines for the various milestones to be reached for completion of works (PERT chart)

**DETAILED PROCEDURE FOR MAKING APPLICATION FOR GRANT OF LONG
TERM OPEN ACCESS (LTOA) IN ELECTRICAL SYSTEM
(EHV, HV, LV, DISTRIBUTION) OF ELECTRICITY DEPARTMENT, PUDUCHERRY**

1. Outline

- 1.1 This procedure shall apply to the Applications made for Long-Term Access (LTOA) for use of electrical system and/or associated facilities of Electricity Department, Puducherry, herein after referred to as "the Department".
- 1.2 This Procedure is in accordance with the various provisions of the "Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017, notified vide No: JERC-21/2017, here in after referred to as "the Regulations". All applicants shall abide by the provisions of these Regulations and amendments thereof.
- 1.3 This procedure shall be applicable with immediate effect.
- 1.4 This Procedure shall apply to the Applications made for Long Term Open Access (LTOA) for use of electrical system of the Department and/or associated facilities for transmission and/or wheeling of electricity with or without interstate transmission system as received by Designated Office of the Department.
- 1.5 The nodal agency and its designated office for Long-term open access to the electrical system of the Department are as follows.

Inter-se location of injection & drawal point	Nodal Agency
<i>Applicant connected to the distribution network</i>	
Both within the same distribution Licensee in the UT of Puducherry	System Control Center (SLDC)
Both within the UT of Puducherry but in areas of different Distribution Licensees	System Control Center (SLDC)
Injection point in the Intra-State Transmission system within the UT of Puducherry	Electricity Department, Puducherry. (Designated Office mentioned below)
In different states	CTU (PGCIL)
<i>Applicant connected to the Intra-State transmission network</i>	
Both within the UT of Puducherry (In Intra-state network)	Electricity Department, Puducherry. (Designated Office mentioned below)
Injection Point in the Distribution network of Electricity Department	
In different states	CTU (PGCIL)

System voltage	Region	Designated Office
Not exceeding 110 KV	Puducherry region	Superintending Engineer - O&M Puducherry, Electricity Department, Puducherry - 605001
	Karaikal, Mahe and Yanam regions	Superintending Engineer - Cable and Outlying region, Electricity Department, Puducherry - 605001
110 KV and above	UT of Puducherry	Superintending Engineer cum HOD, Electricity Department, Puducherry - 605001

- 1.6 An incomplete application, and/or an application not found to be in conformity with these Procedures and Regulations, shall be rejected.

2. Applications for LTOA

Application for LTOA can be made by a generating station including a captive generating plant, a consumer, an Electricity Trader who desires to utilize electrical system of the Department and/or associated facilities for transmission/wheeling of power. The power station from which the power is being sourced or the load, as the case may be, should already be connected to the grid, whether the State grid or the Inter-State grid, or should get connected to the grid before the intended start date of LTOA as provided in the Regulations. Documentary evidence needs to be submitted for establishing the condition of connectivity.

Note:

- I. The eligibility conditions as per Regulation 2.2 of the Regulations as amended from time to time, have to be met with.
- II. If the Applicant is an Electricity Trader, it must have a valid trading license as per CERC (Procedure, Terms and Conditions for grant of Trading License and Related matter) Regulations, 2009 and subsequent amendments thereof. The Trader must have a valid contract (or PPA) for buying and selling of at least the same quantum of power and period of time for which Long-term Open Access has been applied for.
- III. The trader shall submit a copy of valid trading license.
- IV. There should exist required facility for metering and energy accounting at the point of injection and point of drawl.
- V. All applicants shall submit an affidavit stating that they have a valid contract along with a copy of the contract.

- 2.1 Transmission/wheeling of long term open access power from the source of injection to the point of drawl, may or may not involve STU/CTU/any other transmission Licensee's transmission system. The applicant will apply & avail LTOA from such concerned utilities/Licensees separately, if involved & required. LTOA will be considered/allowed by the Department for its electrical system only and will neither be responsible for any loss to the applicant on account of non-availability/curtailed availability/delay in availability of LTOA for such transmission system nor be liable to pay any compensation to the applicant for such system.
- 2.2 A generating station, including captive generating plant or a consumer, seeking LTOA to electrical system of the Department and/or associated facilities cannot apply for LTOA without applying for connectivity, in case it is not already connected to the grid. It may, however, apply for connectivity and long term open access simultaneously. The interconnection, as finalized by Designated Office of the Department mentioned under S.No.1.6 of "Procedure for making application for grant of connectivity in Electrical system (EHV, HV, LV distribution) of the Electricity Department (For Long Term and Medium Term open Access consumers only)", however, should be available from the intended start date of the LTOA, for which documentary evidence with respect to the condition of connectivity has to be submitted. LTOA customer may arrange for execution of the dedicated transmission line at its own risk and cost before the start date of the LTOA.
- 2.3 LTOA can be availed for any period above 7 years and might require construction of new Transmission/distribution capacities.
- 2.4 LTOA shall be granted for a given capacity from defined point of injection to a defined point of drawl. Accordingly, in the application for LTOA, the applicant shall be required to indicate location of the load point to whom electricity is proposed to be supplied and the location of the source point from whom electricity is proposed to be sourced, along with the quantum of power to be transferred.
- 2.5 The following conditions should also be taken into consideration for LTOA:
 - (i) In case, however, entity(ies) to whom electricity is proposed to be supplied or from whom electricity is proposed to be procured along with the quantum of power have not been firmed up at the time of application, the applicant shall indicate the target region(s) along with quantum of power to be supplied to the region(s). In such cases, the applicant shall have to firm up exact source of supply or destination, as the case may be, at least two years prior to the intended date of availing long term access or such time period estimated by the Department for augmentation/strengthening of its electrical system, whichever is lesser, through signing of PPA with such grid connected entity(ies)/ State Utilities.
 - (ii) In case a common system augmentation/ strengthening has been identified for more than one generator, then the above condition of signing of PPA with the grid connected entity(ies)/ State Utilities, shall have to be met by all the generators.
 - (iii) In the event of failure of any generator meeting above condition of two years prior to the intended date of availing long term open access or such time period estimated by the Department for augmentation/strengthening of its electrical system, whichever is lesser, the implementation of augmentation/ strengthening of electrical system shall be undertaken in due consideration of the same and if necessary with the approval of JERC for the same.
 - (iv) Dedicated system from the generating station to the interconnection point with electrical system of the Department, is to be constructed and operated by the

respective generator at its own cost and risk. In case of common system for injection of power from the generating stations to the interconnection point with electrical system of the Department, modalities for construction/ operation & maintenance /wheeling charges etc., for such common system shall be mutually decided/agreed by the concerned generators. The Department shall not be responsible for any loss to the applicant of any kind for such system and also shall not be liable to pay any compensation to the applicant for such system.

- (v) In case augmentation/strengthening of Transmission and/or Distribution system of the Department is required for grant of LTOA, the applicant shall intimate. Upon receipt of such information, the Applicant may request the Nodal Agency to carry out further system studies and preliminary investigation for the purpose of estimating the cost and the time that would be required for system strengthening:
- (vi) Provided that the Nodal Agency shall intimate the cost estimates, likely completion schedule and estimated date from which Open Access shall be allowed after system strengthening within thirty (30) Days from the date of receipt of confirmation from the Applicant. The applicant shall accordingly deposit the estimated amount within a period of 15 days, for augmentation of the transmission and/or the distribution system of the Department.
- (vii) In case Applicant desires to undertake augmentation/strengthening of the Transmission and/or Distribution system on his own as per the estimation of the Department, the same shall be allowed subject to adherence of the relevant CEA regulations and Indian standards. Necessary supervision charges shall be paid to the Department as estimated by the Department.
- (viii) The applicant shall furnish Bank Guarantee (BG) for an amount equivalent to Rupees 10,000/MW or part thereof for total power to be transmitted by applicant through the electrical system of the Department valid till the execution of Long-term open access agreement. In case when there is no augmentation of Transmission and/or distribution system the BG shall be valid till operationalisation of the LTOA.
- (ix) The bank guarantee shall be returned to the Applicant within fifteen (15) Days of signing of the Long-term Open Access agreement or operationalization of the Long-term Open Access, as applicable or rejection of such application.
- (x) The bank guarantee may be encashed by the Nodal Agency, if the application is withdrawn by the Applicant or the Long-term Open Access rights are relinquished prior to the start of such rights when augmentation of Transmission System or Distribution System is not required.
- (xi) In case the Applicant does not agree to avail Open Access with system strengthening, his application shall be rejected and the bank guarantee shall be released.

- 2.6 In cases where there is any material change in location of the applicant or change in the quantum of power to be interchanged using electrical system of the Department (by more than 10% in quantum of power to be interchanged) or change in region from which electricity is to be procured or to which electricity is to be supplied before the augmentation/system strengthening of electrical system is taken up by the Department, a fresh application shall be made and earlier application shall be considered disposed off and application money for that application shall be forfeited.

3. Submission of Application

3.1 Documents to be submitted along with the application:

- Duly filled in Application in specified format.
- Proof of payment of Application fee.
- Bank Guarantee of Rs ten thousand (*10,000) per MW or part thereof, valid till execution of the LTOA agreement
- Concurrence from Distribution Licensee other than the Department, if applicable.
- PPA or Sale-purchase agreement of power.
- In case of generating station or consumer not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of commencement of LTOA
- In case of existing HT/EHT consumers of the Department, No-dues certificated from the Electricity Department, Puducherry.
- Proof of installation of SEM

*****Note: Incomplete application form shall be rejected***

- 3.2 The LTOA applicant (hereinafter referred to as “applicant”) intending to avail LTOA in electrical system of the Department shall make an application in prescribed format **[FORMAT-LTOA-2]** to the Nodal Agency mentioned in this procedure Sl.No. 1.5 above, in a sealed envelope marked “Application for grant of Long-Term Access in electrical system of the Electricity Department”, along with a prescribed format **[FORMAT-LTOA-1]** of affidavit duly attested by notary. The application shall be addressed to

The Superintending Engineer cum HOD,

Electricity Department,

137, Subash Chandra Bose Salai, Puducherry – 605001

Ph. No. : 0413– 2334277

Fax No. : 0413– 2331556

- 3.3 In case of generator or consumer, along with the application of LTOA, the applicant shall submit the details of approved connectivity of the generator or consumer with grid point(s) or furnish the information about the connectivity application already submitted to the nodal agency.

4.0 Application Fee

4.1 An application for Long-Term Open Access shall be accompanied by a non-refundable application fee to be paid at the rates notified by JERC at the time of submission of application by the applicant, in favour of **"The SAO –II, Electricity Department, Puducherry"**. The presently applicable rates are as under:

Inter-se location of injection & drawal point	Nodal Agency	Application fee in Rs.
<i>Applicant connected to the distribution network</i>		
Both within the Electricity Department in the UT of Puducherry	SCC (SLDC)	1,00,000
Both within the UT of Puducherry but in areas of different Distribution Licensees	SCC (SLDC)	2,00,000
Injection point in the Intra-State Transmission system within the UT of Puducherry	Electricity Department, Puducherry. (Designated Office mentioned below)	2,00,000
<i>Applicant connected to the Intra-State transmission network</i>		
Both within the UT of Puducherry (In Intra-state network)	Electricity Department, Puducherry. (Designated Office mentioned below)	2,00,000
Injection Point in the Distribution network of Electricity Department		

System voltage	Region	Designated Office
Not exceeding 110 KV	Puducherry region	Superintending Engineer - O&M Puducherry, Electricity Department, Puducherry - 605001
	Karaikal, Mahe and Yanam regions	Superintending Engineer - Cable and Outlying region, Electricity Department, Puducherry - 605001
110 KV and above	UT of Puducherry	Superintending Engineer cum HOD, Electricity Department, Puducherry - 605001

The designated office for SCC is Superintending Engineer cum HOD/SCC, Electricity Department, Puducherry – 605001.

The Application fee for Open Access transaction involving Renewable Energy shall be 50% of the application fees mentioned above.

- 4.2 Application fees shall be remitted only by Demand draft/bankers cheque drawn in favour of **"The SAO –II, Electricity Department, Puducherry"** payable at par at Puducherry. No cheque payments will be accepted.

5.0 Processing of Applications

5.1 **Assessing the adequacy of electrical system capacity/system strengthening requirement:-**

5.1.1 The applications shall be processed on first-come-first-serve basis. The applications received during a month and up to the last day of the month shall be considered to have arrived concurrently. In case of applications received by post, the date of receipt of application at the office of nodal agency shall be considered as the date of application.

5.1.2 The designated office of the nodal agency indicated in this procedure Sl.No 4.1 above, shall get the system studies carryout in 110KV and above Transmission system of the Department from Executive Engineer (EHV), Electricity Department, Puducherry. In respect of the distribution system, the system studies shall be conducted by Office of Superintending Engineer MP& OR and/or Superintending Engineer O&M PR depending upon the UT of Puducherry's region involved. The concerned office will get the system study carried out and shall intimate the results to the Designated Office of the Department within 15 days. The system studies will clearly identify the system strengthening requirement including distribution voltage level, conductor configuration, broad cost estimates, expected commissioning schedule etc.

While doing system studies, the Available Transfer Capability (ATC) including Calculation of Total Transfer Capability (TTC) and Wheeling Reliability Margin (WRM) shall be duly taken into account by the concerned office for the intra-State transmission/distribution system.

5.1.3 **Calculation of Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Wheeling Reliability Margin (WRM)**

Definitions

“Total Transfer Capability (TTC)” means the amount of electric power that can be transferred reliably over the inter-control area distribution/transmission system under a given set of operating conditions considering the effect of occurrence of the worst credible contingency.

“Wheeling Reliability Margin (WRM)” means the amount of margin kept in the total transfer capability necessary to ensure that the interconnected distribution network is secure under a reasonable range of uncertainties in system conditions.

“Available Transfer Capability (ATC)” means the transfer capability of the inter-control area distribution system available for scheduling commercial transactions (through long term access, medium term open access and short term open access) in a specific direction, taking into account the network security. Mathematically, ATC is the Total Transfer Capability less Wheeling Reliability Margin.

The TTC and WRM are the primary quantities which are to be arrived at from System Studies. The ATC would be derived as the difference between the two. The procedure for the calculation would be as follows:

1. A base case with the likely scenario during the time frame for which transfer capability is sought would be used in the System Studies for calculation of TTC of the required wheeling corridors.

2. The Load Generation scenario inputs would be taken from the planning data, the Load Generation Balance Report for the next year, and the agreed maintenance schedule. All operation conditions would be mentioned along with assumptions made.
3. The worst n-1 contingency for the flow gate under study, based on operating experience would be decided for which limiting cases are to be studied.
4. The degree of impact (Sensitivity analysis) of planned /unplanned outage of Transmission/distribution lines in important corridors would be indicated.
5. While carrying out system studies for different conditions, it would be seen that the limiting condition on some portions of the wheeling corridor or flow gates can shift among thermal, voltage and stability limits as the network operating conditions change over time. TTC would be the minimum of the wheeling capability arrived at taking into consideration the Stability Limit, Voltage Limit and Thermal limit.
6. The limiting factors would be mentioned, for example, specific buses facing problem of low voltage, distribution line facing congestion or crossing stability/thermal limit, etc.
7. The WRM would be arrived at by considering the worst credible contingency, i.e. one which would affect the wheeling capability of the flowgate to the maximum possible extent.
8. The difference between the TTC and the WRM would be the ATC. The latest ATC would be the one which is still left over after taking into account the usage of the wheeling capability by existing contracts.

5.1.4 The study may reveal that:

- a) Electrical system of the Department commissioned/planned in the time frame of desired long-term access is adequate and separate system strengthening is not required for effecting desired long-term access. In such cases, the nodal agency shall prepare proposal for grant of long-term access. This proposal shall be discussed and formalized in the appropriate forum of the Department. The intimation for grant of LTOA on prescribed format (**FORMAT-LTOA-5**) shall be communicated to the applicant and the SCC, within time frame specified in the regulation 3.2/Table 4 of Open access regulation Notification No: JERC-21/2017, with a copy marked to all the concerned.
- b) There is a constraint in electrical system of the Department expected to be available by the time frame of commencement of desired long-term open access and system strengthening is necessary for effecting desired transaction. The nodal agency shall carry out studies to identify system strengthening in accordance with the perspective plans of the Department covering all aspects of IEGC and JERC regulations. The system augmentation/strengthening shall be carried out by the Department as and when the applicant makes deposit of the amount based on the cost of the estimate prepared by the Department. In case if the applicant desires to carry out the system augmentation/strengthening works on his own, the same shall be allowed subject to payment of supervision charges by the applicant as estimated by the Department. The intimation for grant of LTOA on prescribed format (**FORMAT-LTOA-5**) shall be communicated to the applicant and SCC, within time frame specified in the regulation 3.2 Table 4 of Open access regulation Notification No: JERC-21/2017 with a copy to all the concerned.

If there is more than one application for long-term access in the same complex in similar time frame, the nodal agency shall undertake joint studies and prepare a consolidated proposal for electrical system strengthening.

- i) While granting long-term access in electrical system of the Department, the nodal agency shall communicate to the applicant, the date from which long-term open access is granted. The applicant will take necessary steps to match the time frame of any new system works under execution by the Department with the time frame for his dedicated system upto interconnection point and/or Department/CTU/other utility system commissioning, if applicable. The Department shall not be responsible for any such mismatch in commissioning schedule of such system.

5.1.4 Confirmation of reservation of system capacity of the Department:

- i) Where system strengthening is not required
 - a) The nodal agency shall confirm grant of long-term access on format [FORMAT- LTOA-5] within 30 days from the last day of the month in which application was received by nodal agency with direction to the applicant to enter into LTOAA with the Department within thirty days.
 - b) The applicant shall sign a long-term access agreement [FORMAT-LTOA-6A] with the Department. In case Transmission/distribution system of any other Intra -State Licensee other than the Department is used, the applicant shall sign a tripartite long-term access agreement with the Department and such Intra-State Licensee(s).
- ii) Where System strengthening is involved:
 - a) The nodal agency shall carry out system studies and identify the system strengthening requirement including distribution voltage level, conductor configuration, broad cost estimates, expected commissioning schedule etc. The cost of required system strengthening shall be borne by the applicant.
 - b) The nodal agency shall intimate grant of long-term access on format [FORMAT- LTOA-5] indicating identified system strengthening with direction to the applicant to enter into Long-term access agreement with the Department within thirty (30) days.
 - c) The applicant shall sign a long-term open access agreement with the Department. In case distribution system of any other Intra -State Licensee other than the Department is used, the applicant shall sign a tripartite long-term access agreement with the Department and the Intra-State licensee.
 - d) The nodal agency may change system strengthening requirements identified for a particular applicant project on the basis of any subsequent study carried out on its own motion or on another application for LTOA, with the purpose of optimum utilization of the electrical system of the Department or to conserve limited right-of-way, and in such event, the changes carried out by the nodal agency shall be intimated to the applicant, or any other person associated with the LTOA. Provided that the optimized system shall not work to the disadvantage of the applicant.

6.0 Long Term Open Access Agreement (LTOAA):

6.1 The applicant shall sign Long Term Open Access Agreement (LTOAA) with the Department agreeing to pay charges for LTOA, within one month of the date on which Department has sent intimation for grant of connectivity by the LTOA customer to the electrical system of the Department [FORMAT-LTOA-6A]. The LTOAA shall contain the quantum of power, date of commencement and end of long-term open access, the point of injection of power into the grid and point of drawl from the grid, the details of dedicated Transmission/wheeling lines required, if any, and the bank guarantee required to be given by the applicant.

6.2 For execution of work where system strengthening is involved, the parties should note the following:

- i) The implementation of respective system strengthening works shall be taken up by the concerned Department/applicant/any other agency identified after signing of LTOAA for timely commissioning and operation as per the provisions of LTOAA.
- ii) The applicant shall furnish progress of implementation of the respective generation project/system strengthening scheme, as applicable on quarterly basis to the Department. Any other execution or submission of information as per provisions of LTOAA, shall also be complied with. In case the Department is executing the works, the Department shall inform the applicant of the progress being made for system strengthening.
- iii) The applicant shall inform, in writing, at least 90 days ahead of scheduled date of commissioning and commercial operationalisation of their generation project/system strengthening scheme, as applicable to Department with copy to SCC and other concerned/affected persons.
- iv) Based on information received above, the Designated office of the nodal agency shall confirm to the applicant, the concerned licensees and SCC at least sixty days ahead of scheduled date of commencement of long-term transaction and direct the applicant to:
 - a) Establish adequate payment security within fifteen days; and
 - b) Submit a request for scheduling of transaction to SCC within fifteen days.
 - c) Whenever any equipment and/or drawing are proposed to be changed, then the applicant shall intimate necessary changes to the nodal agency. When changes are implemented, revised single line diagram shall be submitted by the applicant to the nodal agency.

7.0 Charges for Long Term Open Access for electrical system of the Department

A: Long Term Open Access Customers shall pay the Transmission charges and/or wheeling charges, cross subsidy surcharge, additional surcharge, standby power and standby charges, reactive energy charges and any other charges, if any as notified by JERC from time to time.

B: Imbalance Charges:

The Imbalance charges will be payable by Long Term Open Access customer as under:

Scheduling of all transactions pursuant to grant of Long term open access shall be carried out on day ahead basis in accordance with Grid Code and JERC Grid Code in force.

Any mismatch between scheduled and the actual drawl at drawl points and scheduled and actual injection at injection points for the intra-state entities shall be charged as under:

B.1 Open Access buyer other than the consumer of the Department.

When the Open Access Customer (buyer) is not a consumer of the licensee, the mismatch of scheduled entitlement and actual drawal for any 15 minutes time block shall be met from the grid and will be paid/charged as under:-

i) Over drawal

- (a) The over drawal for each time block of 15 minutes, as projected at the injection point i.e. by loading the T&D loss as applicable, shall be paid for by the LTOA consumer at the rate of the summation of the following charges as applicable for the respective time blocks in which over drawal takes place:-

a.i) Higher of the deviation charges, additional charges for deviation as well as additional charges in case of frequency below 49.85 Hz as applicable for the relevant time block, for inter-State transaction, in accordance with the CERC (Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time or the temporary tariff applicable for the consumer category as determined by the JERC from time to time, provided that if JERC has not specified any temporary tariff for a category, charges at the rate of 125% of the normal category shall be applicable; and

a.ii) Any other charges payable for deviation under CERC/JERC Regulations or procedure framed there under, to the extent the same are not covered in [a. (i)] above.

- (b) The various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the LTOA consumer on the over drawal also.

ii) Under drawal

- (a) The Underdrawal for any 15 minute time block at the point of supply shall be paid to the LTOA Consumer at the rate for deviation as applicable for inter-State transaction in accordance with CERC (Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time, provided that charges payable by the recipient in respect of the deviation for the under drawal by the buyer in a time block in excess of 12% of the schedule shall be zero.

- (b) The additional charges for deviation as applicable for the under drawal in accordance with the aforesaid Regulations of CERC in situation where the frequency is 50.05 Hz or more shall be payable to the Department by the Open Access customer whose actual drawal is less than the schedule.
- (c) The various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the buyer on the scheduled quantum irrespective of actual drawal.

B.2 Open Access Consumer who is a consumer of the Department

- i) A consumer will be entitled for the Admissible drawal of power which is the difference between the Contracted Maximum Demand and maximum quantum of Open Access for which approval has been accorded by the Nodal Agency. In case, the consumer desires to draw power in excess of his sanctioned Contract Demand, he shall have to get his sanctioned Contract Demand increased in accordance with the provisions of Supply Code and other relevant Regulations notified by the Commission from time to time.
- ii) Demand Charges shall be payable by the consumer on the sanctioned Contract Demand/revised Contract Demand irrespective of its purchase of power through open access, to the licensee as per relevant Schedule of the tariff order.
- iii) Consumer availing Long Term Open Access shall submit the schedule only for drawal of power through open access and no schedule for drawal of power as a normal consumer of distribution licensee shall be required.
- iv) In case of overdrawal above the admissible drawal of electricity by Open access consumers, the following charges shall be paid by the Open access consumer.
 - (a) Fixed charges on the admissible drawal of electricity even if there is no drawal from the Department.
 - (b) Energy charges corresponding to drawal from the Department limited to admissible drawal of electricity at the applicable energy charge rate of the Department.
 - (c) Additional fixed charges at the rate of 125% of normal fixed charges, for demand over the admissible drawal of electricity.
 - (d) Energy charges on any drawal above the admissible drawal of electricity at the rate of charges for temporary connection for the same category.
- v) The total recorded drawal by the consumer for the different tariff blocks in the billing month shall be reduced by the total scheduled entitlement for various time blocks in the respective tariff blocks in the billing month as per the schedules under Open Access arrangement, irrespective of actual drawal by the consumer in the respective time blocks. The balance energy shall be treated as supplied by the distribution licensee to the consumer as per the relevant tariff order of the Commission. In case the total drawal, including the same under the Open Access arrangement, exceeds the sanctioned Contract Demand or the reduced Contract Demand, as applicable, at any time during the billing period, such over drawal shall be considered as violation of the Contract Demand in accordance with the provisions of normal schedule of tariff and the Contract Demand Violation Charges shall also be charged accordingly in addition to the energy charges as per the schedule of Tariff.

- vi) In case of time blocks where the total recorded drawal of the consumer is less than the scheduled entitlement of the consumer in that time block, such under drawal by the consumer will not attract any charges to be paid by the Department on account of Underdrawal. However, the consumer shall not be entitled for any relief in the demand charges on account of any such under drawal.

B.3 Open Access by a Generator/Trader

The quantum by which the injected energy exceeds or falls short of the scheduled energy injection (i.e. mismatch between the scheduled and actual injection) for any 15 minutes time block, shall be charged/paid for as under:-

i) Over injection

- (a) The over injection (i.e. injection exceeding the schedule) for any 15 minute time block shall be paid for to the LTOA Consumer at the rate for deviation as applicable for inter State transaction in accordance with CERC (Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time: Provided that charges payable by the recipient in respect of the deviation for the over injection by the seller in a time block in excess of 12% of the schedule shall be zero except in case of injection of infirm power.
- (b) The additional charges for deviation as applicable for the over injection in accordance with the aforesaid Regulations of CERC in situation where the frequency is 50.05 Hz or more shall be payable to the Department by the Open Access customer whose actual injection is more than the schedule.
- (c) In case of over injection, the various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the seller on the scheduled quantum irrespective of actual injection.

ii) Under Injection

- a) The under injection charges shall be recoverable from the LTOA Consumer at the rate of the summation of the following charges as applicable for the respective time blocks in which under injection takes places:-
 - a.i) the deviation charges, additional charges for deviation as well as additional charges in case of frequency below 49.85 Hz as applicable for the relevant time block, for inter-State transaction, in accordance with the CERC(Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time; and
 - a.ii) Any other charges payable for deviation under CERC/JERC Regulations or procedure framed there under, to the extent the same are not covered in (a.i) above.

- b) In case of under injection, the various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the generator on the scheduled quantum irrespective of actual injection.

7.1 Under drawal of power by an Open access consumer due to reasons attributable to the Department on account of breakdown of the electrical system.

In case an Intra-State Long term Open Access Consumer is unable to receive power scheduled from a generating company/trader/power exchange due to un-notified Transmission and/or Distribution System outage and if the generating company/trader/power exchange has injected scheduled power into the grid for use by such Intra-State Long Term Open Access Consumer, then the Department shall pay such Intra-State Long Term Open Access Consumer, the charges payable by him to the generating company/trader/power exchange or the lowest tariff applicable to the Consumer category, whichever is lower. The quantum of power shall be arrived by taking into account for the period during which the un-notified transmission and/or distribution system outage has occurred.

8.0 Energy Losses

The Long Term Open Access customers will absorb energy losses for intra-State transmission and/or distribution system as determined by JERC from time to time and for CTU system as determined by CERC from time to time.

9.0 Interface Energy Meters

- 9.1 Interface Energy Meters shall be installed and maintained by the Department for open access in Transmission/distribution at the cost of the open access customers.
- 9.2 Interface Energy Meters installed shall be in accordance with the CEA (Installation and operation of meters) Regulations 2006 and as amended from time to time.
- 9.3 Interface Energy Meters for the open access customer shall be open for inspection by any person authorized by the Department or the System Control Centre.

10. Accounting of Energy

A. For Generators:-

- 1) Energy injection at interconnection point by generators:-
 - a) The actual energy injected in 15 min. time block at interconnection point by the generators having independent dedicated system upto interconnection point, will be the energy recorded by the SEM installed at interconnection point.
 - b) The actual energy injected in 15 min. time block at interconnection point by generators where power of two or more generators is injected at interconnection point through a joint dedicated system, the energy recorded by SEM at interconnection point will be segregated based on the methodology mutually finalized/agreed by the concerned generators for each such case. The pooled generators will provide to the Department a copy of methodology mutually finalized/agreed by them for the aforesaid purpose.

- 2) Injection schedule by generators:- The schedule for injection by generators in 15 minutes time block at interconnection point will be worked out by the respective generators based on the energy sold by the generator duly considering the applicable losses for intra-State & inter-State system. In case of intra-State sale to the consumers of the Department, the scheduled injection at interconnection point will be worked out based on the sale schedule given to the consumer by the generator duly considering applicable losses.
- 3) The variation in injection schedule and actual injection by the generator in 15 min. time block will be the unscheduled interchange (over-injection/under-injection) by the generator and will be settled as per Sl.No. 7.B above.

B. For Consumers:-

- 1) For consumers other than the consumers of the Department:-
 - a) The actual drawl in 15 min. time block by the LTOA consumers will be the energy recorded by the SEM installed as drawl point of the LTOA consumers.
 - b) The scheduled drawl in 15 min. time blocks by the LTOA consumer through open access at the point of drawl of the consumer will be calculated based on the energy purchased by the LTOA consumer through open access duly considering the applicable losses for inter-state and inter-state system. In case of purchase by the consumer from the intra-State generators, the drawl schedule at drawl point will be worked out based on the sale schedule given by the generator duly considering the applicable losses.
 - c) The variation in drawl schedule and actual injection by the LTOA consumer in 15 min. time block will be the unscheduled interchange (over-injection/under-injection) by the LTOA consumer and will be settled as per Sl.No. 7.B above.
- 2) For consumers of the Department:-
 - a) The scheduled/actual drawl in 15 min. time blocks by the LTOA consumer through open access at the point of drawl of the consumer will be calculated based on the energy purchased by the LTOA consumer through open access duly considering the applicable losses for inter-state and inter-state system. In case of purchase by the consumer from the intra-State generators, the drawl schedule at drawl point will be worked out based on the sale schedule given by the generator duly considering the applicable losses.
 - b) Settlement of energy overdrawn/under drawn by the consumer at drawl point will be made as per provisions made under Sl.No. 7.B above.

11.0 Standby Power

- 1) If a Full Long term Open Access Consumer requires power from the Department in case of outage of the generator or the source supplying power to such Open Access Consumer, or a generator connected to the Department injecting power through Open Access, requires start up power from the Department, then such Open Access Consumer or generator shall make an application to the Department seeking standby power for a maximum period of forty-two (42) Days. The application shall be submitted to the Superintending Engineer cum HOD, Electricity Department, Puducherry.

2) The Department shall provide standby power to such Long term Open Access Consumer subject to availability of requisite quantum of power and subject to the technical constraints in the concerned area of supply. The availability of power and spare capacity of transmission/distribution system shall be accessed and confirmed by the concerned office of the Department.

3) For providing standby power to the Long term Open Access Consumer, the Department shall charge applicable temporary supply tariff for that category of Consumer in the prevailing tariff rate schedule approved by JERC: Provided that in cases where temporary rate of charge is not available for that Consumer category, the standby arrangements shall be provided by the Department on payment of fixed charges for forty-two (42) Days and energy charges at the rate of 125% of the energy charges for that category of Consumer in the prevailing tariff rate schedule approved by JERC.

4) The Department shall allow the Long term Open Access Consumers to arrange standby power from any other source if opted by the OA consumers, subject to the conditions that such power shall be drawn through the same system for which Open Access has been granted by the Department.

12.0 Scheduling of Long Term Bilateral Transaction

- 12.1 Scheduling of Inter-State open access transactions shall be done by RLDC in accordance with applicable Grid Code.
- 12.2 Scheduling of intra-State open access transactions shall be done by SCC in accordance with the provisions of the State Grid Code as amended from time to time.
- 12.3 The scheduling jurisdiction and procedure, curtailment and revision of schedule of LTOA transactions, metering, energy accounting and accounting of (Unscheduled Interchange) deviation/UI charges shall be as per the Regulations and the State Grid Code/Indian Electricity Grid Code, as amended from time to time. While scheduling on day-ahead basis, long-term open access customers would have the highest priority, followed by medium term customers and then followed by short-term customers. Provided that within LTOA category all users shall have same curtailment priority and shall be curtailed pro-rata to the reserved transmission/distribution capacity.
- 12.4 **Underutilization of transmission capacity.** In case it is observed by SCC that the LTOA customer's request for scheduling is consistently (for more than 5 days) lower than the capacity granted, Distribution Licensee may issue a notice to such LTOA customer asking the reasons for such under-utilization. The LTOA customer shall furnish the reasons for such under-utilization and will provide such details like the reduced requirement, likely period, etc. to SCC and Department by the following day. The un-utilized transfer capability will then be released for scheduling of Short-term open access transaction by SCC.
- 12.5 No refund of transmission and/or wheeling charges shall be made due to above curtailment.

13.0 Distribution System Constraints

- 13.1 In case of curtailment becoming necessary as result of deviation by the applicant from final dispatch and drawl schedule intimated by SCC, the use of such Intra-State system shall be curtailed first, to the full extent of such deviation, following which the principle specified in regulations shall apply. The delivery of electricity to open access consumers

will be restricted in the same manner as applicable to other HT/EHT consumers in the area and such consumers shall restrict their drawl of electricity accordingly:

Provided that the Department shall not restrict the delivery of electricity due to the reasons of energy shortage in cases where the open access consumer-

- (a) Is connected to the electrical system of the Department through a dedicated feeder from the control sub-station of the Department; and
- (b) The day ahead scheduling is being done for drawl of electricity by the consumer in accordance with the regulation 5.1 of Joint Electricity Regulatory Commission for the State of Goa and Union Territories (Connectivity and open Access in Intra-State Transmission and Distribution) Regulations, 2017 as amended from time to time and the required quantum of electricity is being injected to the electrical system of the Department in the relevant time blocks for delivery to the consumer for his own use.

13.2 In case of curtailment of capacity by SCC, transmission/distribution charges shall be payable pro-rata in accordance with the curtailed schedule, provided that operating charges shall not be revised in case of such curtailment.

14.0 Terms of payment

- (I) All payments associated with LTOA shall be made by the applicant/user to the Department.
- (II) Payments shall be made for each approval separately.
- (III) Bills towards the charges payable to SCC and the Department shall be raised by the Department to the LTOA Consumer before the third (3rd) Working Day of the succeeding Month. The Department shall separately indicate all the Open Access charges in the bill. The LTOA Consumer shall pay the following charges to the Department within seven (7) Working Days from the date of receipt of the bill every month.
 - (a) Transmission/ Wheeling charges (as per Regulation 4.1 & 4.2) in full, in respect of Electricity Department, Puducherry.
 - (b) Scheduling & System Operating charges (as per Regulation 4.3) in full, in respect of SCC.
 - (c) Cross Subsidy charges, Additional surcharge, Standby charges and reactive Energy charges (as per regulation 4.4 to 4.7) in full, in respect of Electricity Department, Puducherry.
- (IV) All payments towards the STOA charges shall be remitted only by way of Demand draft/bankers cheque drawn in favour of **“The SAO-II, Electricity Department, Puducherry”** payable at par at Puducherry. No cheque payments will be accepted.
- (V) Any additional GST levied by the Government shall be extra as applicable from time to time.

15.0 Payment Security Mechanism

For payment of all monthly charges, irrevocable revolving LC through a scheduled commercial bank in favour of "Electricity Department, Puducherry" equivalent to two months average monthly transmission and/or Wheeling charges, Cross Subsidy surcharge, Additional surcharge, Stand-by charges, Scheduling and system operation charges shall be opened by LTOA applicant, 15 days before the commencement date of LTOA. LC should remain valid up to one month after LTOA period.

16.0 Encashment/Discharge of Bank Guarantee

- 16.1 The Bank Guarantee will be encashed in case the applicant defaults in making payment of the applicable charges. The Bank Guarantee shall be recouped and remain valid upto one month after LTOA period.
- 16.2 In case any request for downsizing the power transfer is received after signing of the LTOAA and submission of Bank Guarantee, any adjustment of Bank Guarantee shall be carried out after expiry of the LTOA term.

17.0 Renewal of Term for Long-term access

- 17.1 On the expiry of the period of long-term open access, the long-term open access shall stand extended on a written request by the long-term customer in this regard to the nodal agency mentioning the period for which extension is required.
- 17.2 Further, such a written request shall be submitted by the long term customer to the nodal agency at least one year prior to the date of expiry of the long- term access. In case no written request is received from the long-term customer within the timeline specified above, the said long-term access shall stand withdrawn.

18.0 Renewable Power Purchase Obligations

Each Open Access Consumer shall fulfil its Renewable Purchase Obligation (RPO) as per the Joint Electricity Regulatory Commission for State of Goa & Union Territories (Procurement of Renewable Energy) Regulations, 2010, as amended from time to time. The RPO shall be met by the Open Access Consumers either by purchase of electricity (in kWh) from renewable sources or by purchase of Renewable Energy Certificate(s) (RECs) from the power exchange. The Open Access Consumers shall provide the RPO compliance report to the Renewable Energy Agency Puducherry (REAP) and SCC in the format-RPO every year.

19.0 Relinquishment/Downsizing of Access Rights

- 19.1 A long-term open access customer may relinquish the long-term access rights fully or partly before the expiry of the full term of long-term access, by making payment of compensation for stranded capacity as follows:
1. Long-term open access customer who has availed access rights for at least 12 years:
 - a. Notice of one (1) year – If such a LTOA customer submits an application to the nodal agency at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights, there shall be no charges.

- b. Notice of less than one (1) year – If such a LTOA customer submits an application to the nodal agency at any time lesser than a period of 1 (one) year prior to the date from which such customer desires to relinquish the access rights, such customer shall pay an amount equal to 66% of the estimated Transmission and/or wheeling charges (net present value) for the stranded transmission and distribution capacity for the period falling short of a notice period of one (1) year.
2. Long-term open access customer who has not availed access rights for at least 12 (twelve) years:

Such LTOA customer shall pay an amount equal to 66% of the estimated transmission and wheeling charges (net present value) for the stranded transmission and distribution capacity for the period falling short of 12 (twelve) years of access rights. Such a LTOA customer shall submit an application to the nodal agency at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights.

In case a customer submits an application for relinquishment of long-term open access rights at any time at a notice period of less than one year, then such LTOA customer shall pay an amount equal to 66% of the estimated transmission and wheeling charges (net present value) for the period falling short of a notice period of one year, in addition to 66% of the estimated transmission and wheeling charges (net present value) for the stranded distribution capacity for the period falling short of 12 (twelve) years of access rights.
3. The discount rate that shall be applicable for computing the net present value as referred to in sub clause (2) of Clause 18.1 above, shall be the discount rate to be used for bid evaluation in the Central Commission's Notification issued from time to time in accordance with the Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees issued by the Ministry of Power.
4. The compensation paid by the Long-term Open Access Consumer for the stranded transmission and wheeling capacity shall be used for reducing transmission and wheeling charges payable by other Long-term and Medium-term Open Access Consumers in the year in which such compensation payment is due in the ratio of transmission and wheeling charges payable for that year by such Long-term and Medium-term Open Access Consumers.
5. In addition to the above, for Consumers who were also provided with any dedicated Transmission and/or Distribution Systems, the penalty payable for such dedicated capacity shall be 100% of the charges payable by such Consumer for the balance period of allocation, unless alternative users are there for the use of such dedicated capacity.

20.0 Fee and Charges for the System Control Centre (State Load Despatch Centre)

The fee and charges for the System Control centre (SLDC), shall be payable in accordance with the provisions of regulations and the rates (along with other associated terms and conditions) determined by the Commission from time to time.

21.0 System Studies by the Nodal Agency (Distribution Licensee)

On receipt of the application, the nodal agency (Department) shall, in consultation and through co-ordination with other agencies involved in intra-State transmission/ distribution system to be used, process the application and carry out the necessary system studies as expeditiously as possible so as to ensure that the decision to grant long-term access is arrived at within the timeframe specified at Sr. No. 5 above.

Based on the system studies, the nodal agency (Department) shall specify the intra- State transmission/distribution system that would be required to give long-term access. In case augmentation to the existing intra-State transmission/ distribution system is required, the same will be intimated to the applicant.

22.0 General

- 22.1 The applicant shall keep the Department indemnified at all times and shall undertake to indemnify, defend and keep the Department harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Medium-term access transaction.
- 22.2 All costs/expenses/charges associated with the application, including bank draft, bank guarantee, bank charges etc. shall be borne by the applicant.
- 22.3 The applicant shall abide by the provisions of the Electricity Act, 2003, the Regulations and State Grid Code/Indian Electricity Grid Code, as amended from time to time.
- 22.4 None of the charges payable by Long-term Open Access customers and/or any other Utilities involved in the transaction shall be adjusted by them against any other payments/charges.
- 22.5 In case of a force majeure condition (as determined and notified based on provision 9.10 of the Regulations by the Department/SCC), Department/SCC may curtail/suspend a scheduled transaction. The decision of the Department/SCCs as to the existence of a force majeure condition shall be final and binding. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Open Access agreement to the extent that such failure is due to force majeure. But any party claiming the benefit of the force majeure shall satisfy the other party of the existence of such event(s).
- 22.6 This procedure aims at easy and pragmatic disposal of applications made for Long Term Open Access to the electrical system of the Department. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing these procedures. In order to resolve the same, this procedure shall be reviewed or revised by the Department with prior approval of JERC.
- 22.7 All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to LTOA in electrical system of the Department shall be directed to JERC for redressal.

FORMAT-LTOA-1**On Non Judicial Stamp Paper of Rs.100/-****AFFIDAVIT**

In the matter of filing application to the Electricity Department for Grant of Long-term open Access to the Electrical System of the Department under the Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 as amended from time to time.

I (Name) S/o Sh.
 (Father's name) Working as..... (Post).....
 in..... (Name of the Company/Firm/Association of persons/Individual)
 having its registered office at(Address of the Company/
 Firm/Association of persons/Individual) do solemnly affirm and say as
 follows:

1. That I am the (Post) of (Name of the Company/Firm/Association of persons/Individual), the representative in the above matter and am duly authorized to file the above application and to make this affidavit.
2. That I submit that M/s. (Name of the Company/ Firm/Association of persons/Individual) is a registered Company/Firm/Association of persons/Individual (Public Ltd/Pvt. Ltd.) Registered under Companies Act. Under the Article of Association of the Company and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s) of JERC as amended from time to time, the Company/Firm/Association of persons/Individual can file the enclosed application.
3. That I submit that all the details given in the enclosed application for grant of Long Term Open Access along with necessary documents are true and correct and nothing material has been concealed thereof.
4. Further verify that contents of para 1 to 3 of my above affidavit are true and correct to the best of my knowledge and belief. No part and nothing material has been concealed therein.

Verified at day of 20....

DEPONENT

(To be duly attested by Notary)

FORMAT-LTOA-2**Application for Grant of Long -term Open Access (LTOA)**

Sl. No.	Description	Information to be furnished by the Applicant
1	Name the Applicant	
2	Address for Correspondence	
3	Contact Details	
	Prime Contact Person Designation Phone No.(Landline) Phone No.(Mobile) Fax E-Mail Alternate Contact Person Designation Phone No.(Landline) Phone No.(Mobile) Fax E-Mail	
4	Nature of the Applicant Normal Generator (other than captive) Captive Generator Consumer Electricity Trader Distribution Licensee	
5	Details for Long Term Open Access (LTOA)	
	(5a) Quantum (MW) for which LTOA required	
	(5b) Date from which LTOA required (<i>not earlier than 2 years from the last day of the month in which application has been received</i>)	
	(5c) Date up to which LTOA required (12 years to 25 years from the date from which LTOA is required)	
	(5d) Injection of Power (more than one) (only in case of single Drawal) Entity-1 State/Region Quantum-1 Connectivity with the Grid	

	Entity-2 State/Region Quantum-2 Connectivity with the Grid Entity-3 State/Region Quantum-3 Connectivity with the Grid Entity-4 State/Region Quantum-4 Connectivity with the Grid	
	(5e) Drawal of Power (more than one) (only in case of single Injection) Entity-1 State/Region Quantum-1 Connectivity with the Grid Entity-2 State/Region Quantum-2 Connectivity with the Grid Entity-3 State/Region Quantum-3 Connectivity with the Grid Entity-4 State/Region Quantum-4 Connectivity with the Grid	
6	Details of DD/Banker's Cheque (Application Fee) Amount (in Rs.)DD/Cheque transaction No. Date Bank Name Branch Name	
7	Details of Bank Guarantee Amount (in Rs.) Bank Name Period of Validity	

FORMAT-LTOA-5

Intimation for Grant of Long –term Open Access (LTOA)

Sl. No.	Description	Information to be furnished by Nodal Agency
1	Intimation No. : Date:	
2	Ref. Application No.: Date:	
3	Name of the Applicant	
4	Address for Correspondence	
5	Nature of the Applicant Normal Generator (other than captive) Captive Generator Consumer Electricity Trader Distribution License Others	
6	Details for Long Term Open Access (LTOA)	
7	Quantum (MW) for which LTA is granted Injection of Power (more than one only) (in case of single Drawal) Entity-1 State/Region Quantum-1 Connectivity with the Grid Entity-2 State/Region Quantum-2 Connectivity with the Grid Entity-3 State/Region Quantum-3 Connectivity with the Grid Entity-4 State/Region Quantum-4 Connectivity with the Grid	
8	Drawal of Power (more than one only) (in case of single Injection) Entity-1 State/Region Quantum-2 Connectivity with the Grid	

	Entity-2 State/Region Quantum-2 Connectivity with the Grid Entity-3 State/Region Quantum-3 Connectivity with the Grid	
9	Electrical System of the Department for LTOA	
	9a Date from which LTOA is granted	
	9b Date upto which LTOA is granted	
	9c Implementing Agency for Electrical System of Distribution Licensee	
	9d Agencies between which agreement is to be signed for implementation of Electrical System of Distribution Licensee	
	9e Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant	
10	Distribution Charges Applicable	
11	Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant	

FORMAT-LTOA-6**Agreement for Long Term Open Access for power wheeling****BETWEEN**

.....

AND**THE ELECTRICITY DEPARTMENT, GOVERNMENT OF PUDUCHERRY**

This Agreement of Long Term Open Access for power wheeling is made on this day of Two thousand by and between the President of India represented by the Superintending Engineer, Electricity Department, Government of Puducherry, which is an integrated utility and deemed Transmission and Distribution Licensee having its main office at 137, Subash Chandra Bose Salai, Puducherry 605 001, hereinafter called "Department" (which expression shall unless repugnant to the context or meaning thereof be deemed to include as party of the First part;

And

M/s. _____, (name of the Consumer) incorporated under the companies Act, 1956/2013 with its registered office (location) at hereinafter called "Open Access Consumer" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, and assigns) as party of the Second part.

WHEREAS, the Open Access Consumer is a generating company/ licensee/ consumer/others permitted by State Commission (**Company/Firm/Association of persons/Individual**) and is desirous to avail Long Term Open Access in accordance with "Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017" and the Electricity Act, 2003, as amended from time to time, to the Electrical System of the Department and furnished required documents etc.,

AND WHEREAS, in accordance with Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 and the Electricity Act, 2003 and their subsequent amendments, Long Term Open Access shall be allowed by the Department.

AND WHEREAS, the Long Term Open Access is required by the Open Access Consumer as per the following details:

Injection Utility

Name	:
Location	:
Region	:
Capacity (MW)	:
Drawee Utility (ies)	:
Name	:
Location	:
Region(s)	:
Capacity (MW)	:

The Long Term Open Access is granted w.e.f. 00:00 hrs of _____ day of Two thousand _____ and it will be for a period of _____ days/months/years i.e. upto 00:00 hrs of _____ day of Two thousand _____.

AND WHEREAS, the Open Access Consumer has already made/agreed to make arrangements for connectivity to the electrical system of Distribution Licensee at its cost including modification/alterations/augmentation/strengthening to the infrastructure of the Department for accommodating his connection, installation of interface meters, providing necessary facilities for voice & data communication and all other charges required for connectivity with the electrical system of the Department.

AND WHEREAS, the Open Access Consumer has agreed to share and pay the Transmission charges, wheeling charges, surcharges, additional surcharges, Imbalance charges, reactive energy charges & all other charges as notified by JERC/CERC time to time, for use of electrical system of the Department for transmission and/or wheeling of electricity and for availing open access.

AND WHEREAS, it has become incumbent upon both the parties to enter in to Long Term Open Access Wheeling Agreement as envisaged under the "Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017" and its subsequent amendments.

AND WHEREAS, the Open Access Consumer is desirous of wheeling its power through Long Term Open Access and has agreed to pay the Transmission, wheeling and other charges for using electrical system of the Department. It will be the responsibility of OPEN ACCESS CONSUMER to ensure timely payment of all applicable charges to the Department (EDP) by itself or from its beneficiary (ies) /supplier (s).

AND WHEREAS, the Distribution Licensee and the Open Access Consumer shall abide by the modalities, procedures and statutory prescriptions as mandated under the Joint Electricity Regulatory Commission, 2017 and the Electricity Act, 2003, as amended from time to time.

NOW THEREFORE, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Distribution Licensee and the Consumer as follows:-

- 1.0 The Open Access Consumer shall pay the charges for Long Term Open Access in electrical system of the Department and charges for making connectivity to electrical system of the Department as notified by JERC/CERC time to time.
- 2.0 The Open Access Consumer would provide payment security towards all applicable charges in the form of irrevocable revolving LC for two months period through a scheduled commercial bank in favour of "Electricity Department, Government of Puducherry." equivalent to Two months of the estimated amount of Transmission and/or wheeling charges and other all applicable charges atleast 15 days before the commencement date of LTOA. LC should remain valid up to one month after LTOA period.
- 3.0 The estimated average amount towards all applicable charges for use of electrical system of the Department would be reviewed every six months and accordingly the amount of security would be enhanced/ reduced by OPEN ACCESS CONSUMER.
- 4.0 In case the Open Access consumer defaults in making payment of the monthly charges of the Department then, the Department shall be entitled to encash/adjust the LC immediately after giving one week notice in writing to OPEN ACCESS CONSUMER
- 5.0 In case of encashment/ adjustment of the LC by the Department against non-payment of monthly charges by OPEN ACCESS CONSUMER, the same should be immediately replenished/recouped by OPEN ACCESS CONSUMER before the next billing cycle.
- 6.0 The surcharge shall be levied by the Department in case of delayed payments. The provision for levy of surcharge in the monthly bills shall be governed as per notification/directives/guidelines issued/to be issued by JERC/CERC/GOI from time to time.
- 7.0 The Department agrees to provide Long Term Open Access required by OPEN ACCESS CONSUMER as per the details mentioned above and in accordance with "Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017" and conditions specified by the JERC from time to time.

- 8.0 The OPEN ACCESS CONSUMER may relinquish the long-term access rights fully or partly before the expiry of the full term of long-term access, by making payment of compensation for stranded capacity as follows:-
- 8.1 The OPEN ACCESS CONSUMER who has availed access rights for at least 12 years:
- 8.1.1 Notice of one (1) year – If such OPEN ACCESS CONSUMER submits an application to the nodal agency at least 1 (one) year prior to the date from which such OPEN ACCESS CONSUMER desires to relinquish the access rights, there shall be no charges.
- 8.1.2 Notice of less than one (1) year – If such OPEN ACCESS CONSUMER submits an application to the nodal agency at any time lesser than a period of 1 (one) year prior to the date from which such OPEN ACCESS CONSUMER desires to relinquish the access rights, such OPEN ACCESS CONSUMER shall pay an amount equal to 66% of the estimated Transmission and wheeling charges (net present value) for the stranded distribution capacity for the period falling short of a notice period of one (1) year.
- 8.2 The OPEN ACCESS CONSUMER who has not availed access rights for at least 12 (twelve) years:
- Such OPEN ACCESS CONSUMER shall pay an amount equal to 66% of the estimated Transmission and wheeling charges (net present value) for the stranded distribution capacity for the period falling short of 12 (twelve) years of access rights. Such OPEN ACCESS CONSUMER shall submit an application to the nodal agency at least 1 (one) year prior to the date from which such OPEN ACCESS CONSUMER desires to relinquish the access rights. In case the OPEN ACCESS CONSUMER submits an application for relinquishment of long-term access rights at any time at a notice period of less than one year, then such consumer shall pay an amount equal to 66% of the estimated Transmission and wheeling charges (net present value) for the period falling short of a notice period of one (1) year, in addition to 66% of the estimated Transmission and wheeling charges (net present value) for the stranded Transmission and distribution capacity for the period falling short of 12 (twelve) years of access rights.
- 8.3 The discount rate that shall be applicable for computing the net present value as referred to above shall be the discount rate to be used for bid evaluation in the Commission's Notification issued from time to time in accordance with the Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees issued by the Ministry of Power. Once downsizing request has been accepted by Distribution Licensee, an intimation of OPEN ACCESS CONSUMER for the reduced power shall be issued and the same shall be informed to the consumer and concerned SLDC. Any increase thereafter, either in timeframe or quantum shall require submission of a fresh application.

- 9.0 In case the consumer fails to construct the generating station/dedicated system or makes an exit or abandon its project, he will pay the Department applicable Transmission and wheeling charges for 66% of the quantum of the LTOA for 12 years. The OPEN ACCESS CONSUMER shall furnish a separate Bank guarantee from a nationalized bank for an amount equivalent to the estimated Transmission and wheeling charges worked out for 12 years, at the rates applicable at the time of grant of LTOA by the Department, for 66% of the quantum of power for which LTOA is agreed by the Department. The Bank guarantee would be furnished in favour of the Department within three months of signing of this LTOA Agreement. This bank guarantee would remain valid till 12year from the date of commencement of LTOA and will be encashed by the Department, in case the OPEN ACCESS CONSUMER does not pay compensation to the Department in the event of his failure to construct the generating station/ dedicated system, abandon its project, Relinquishment/ Downsizing of Access Rights by him.
- 10.0 The OPEN ACCESS CONSUMER shall not relinquish or transfer its rights and obligations specified in this LTOA Agreement, without prior approval of the Department and subject to payment of compensation, as determined by the JERC from time to time.
- 11.0 In case of inter-State/intra-State LTOA involving transmission system of STU/CTU/any other transmission Licensee, the OPEN ACCESS CONSUMER will apply and avail OPEN ACCESS CONSUMER from them separately, if required. The Department will neither be responsible for any loss to the applicant on account of non availability/curtailed availability/delay in availability of LTOA for such transmission system nor be liable to pay any compensation to the OPEN ACCESS CONSUMER for such system.
- 12.0 Dedicated system from the generating station to the interconnection point with electrical system of the Department is to be constructed and operated by the respective generator at its own cost and risk. In case of common system for injection of power from the generating stations to the interconnection point with electrical system of the Department, modalities for construction/ operation & maintenance /wheeling charges etc., for such common system shall be mutually decided/agreed by the concerned generators. The Distribution Licensee shall not be responsible for any loss to the applicant of any kind for such system and also shall not liable to pay any compensation to the applicant for such system.
- 13.0 All differences/disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of Clause 9.5 as provided under the JERC Regulations, 2017 and amendments issued from time to time.
- 14.0 The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, fire, flood, forces of nature, major accident, act of God, change of law and any other causes

beyond the control of the defaulting party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice of 30 days to the other party to this effect. Distribution/drawal of power shall be started as soon as practicable by the parties Concerned after such eventuality has come to an end or ceased to exist.

- 15.0 This Agreement shall be valid from the date of signing of this agreement till the validity of open access subject to its revision as may be made by the parties to this Agreement provided that this Agreement may be mutually extended, renewed or replaced by another Agreement on such terms and for such further period as the parties may mutually agree.

In case the OPEN ACCESS CONSUMER continue to get distribution services from the Department even after expiry of this agreement without further renewal or formal extension thereof, then all the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced.

IN WITNESS WHEREOF both the parties have executed this Agreement through their authorized representative.

Signed for and on behalf of the
President of India represented
by
[Department]

(Designation & Seal)

Witness (1)

(Signature/Name & Designation
Date & Seal)

Witness (2)

(Signature/Name & Designation
Date & Seal)

Signed for and on behalf of the
.....
[Open Access Consumer]

(Name & Signature)

(1)

(Signature/Name & Designation
Date & Seal)

(2)

(Signature/Name & Designation
Date & Seal)

ANNEXURE-X (LTOA)**PROFORMA FOR BANK GUARANTEE****(To be stamped in accordance with stamp Act)**

Ref..... Bank Guarantee No..... Dated

To

**Superintending Engineer cum HOD,
Electricity Department,
137, Subash Chandra Bose Salai,
Puducherry - 605001.**

Dear Sirs,

In consideration of the Electricity Department, Puducherry. (here in after referred to as the Department which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) agreed to provide its services relates to Distribution to having its registered office at _____ (hereinafter referred to as the which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Agreement dated _____ with charges valued at Rs. _____.

And whereas the said Agreement has been unequivocally accepted by the and the having agreed to provide a Bank Guarantee in favour of the Department as payment security guaranteeing to bear the full charges of Department's Transmission and distribution system amounting to Rs. _____ for a period of _____.

And whereas _____ Bank, a body incorporated under the _____ law, having its branch office at _____ and its Registered/Head Office at _____ hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns, do hereby guarantee and undertake to pay the Department on its first written demand any and all monies payable by the in respect of the said Transmission and wheeling charges/SLDC charges without any demur, reservation, contest, recourse or protest and/or without any reference to the Any such demand made by the Department on the Bank shall be conclusive and binding notwithstanding any difference between the Department and or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Department and further agrees that the guarantee herein contained shall

continue to be enforceable till the Department discharges the guarantee. The decision of the Department declaring theto be payment default as aforesaid shall be final and binding on the Bank.

The Department shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied between the Department and the..... or any other course or remedy or security available to the Department. The Bank shall not be released of its obligations under these presents by any exercise Department or its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Department or any other indulgence shown by Department or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Department at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the and notwithstanding any security or other guarantee the Department may have in relation to the Liabilities. Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by the.....on whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws. The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Dated this day of 20.... at.....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Annexure-Y**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE****(To be stamped in accordance with Stamp Act)**

Ref. Bank Guarantee No. Date

To

**Superintending Engineer cum HOD,
Electricity Department,
137, Subash Chandra Bose Salai,
Puducherry-605001.**

Dear Sirs,

In consideration of the Electricity Department, Puducherry., (hereinafter referred to as the Department which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having signed an agreement No..... dated with LONG TERM CUSTOMER (Name of Customer with its Registered/Head office at hereinafter referred to as the "LTOA CUSTOMER " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

WHEREAS it has been agreed by the LTOA customer in the said Agreement that in case of failure/delay to construct the generating station/dedicated distribution system or makes an exit or abandon its project by LTOA CUSTOMER, Department shall have the right to collect the Transmission and wheeling charges and or damages considering the total estimated capital investment to be made by Department for total scheduled injection by LTOA CUSTOMER for an amount which shall be equivalent to the amount of Rs. _____ to compensate such damages.

AND WHEREAS as per the aforesaid agreement LTOA customer is required to furnish a Bank Guarantee for a sum of Rs. (Rupees) as a security for fulfilling its commitments to the Department as stipulated under Clause 05 of the said Agreement. We (Name & Address of the Bank) having its Head Office at referred to as the Bank , which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Department on demand any and all monies payable by the LTOA CUSTOMER to the extent of as aforesaid at any time up to**..... (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the LTOA CUSTOMER.

Any such demand made by the Department on the Bank shall be conclusive and binding notwithstanding any difference between the Department and the LTOA CUSTOMER or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Department and further agrees that the guarantee herein contained shall continue to be enforceable till the Department discharges this guarantee.

The Department shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the LTOA CUSTOMER. The Department shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the LTOA CUSTOMER, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the Department and the LTOA CUSTOMER or any other course or remedy or security available to the Department. The Bank shall not be released of its obligations under these presents by any exercise by the Department of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Department or any other indulgences shown by the Department or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Department at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTOA CUSTOMER and not withstanding any security or other guarantee the Department may have in relation to the LTOA CUSTOMER's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to.....and it shall remain in force upto and including..... and shall be extended from time to time for such period (not exceeding year), as may be desired by M/son whose behalf this guarantee has been given.

Dated this.....day of20.....at.....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

Attorney as per Power of Attorney No.

Date

Note:

1. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Format - RPO

Final RPO ACHIVEMENTS DATA RPORTING FOR FINANCIAL YEAR 20 TO 20.....

Name of the company/ Organisation

For Generation: Plant installed capacity (MW)

Sale outside/third party (In MW)

For OA consumer: Contract Maximum demand (In KVA)

(Source: _____ Consumption location _____)

(All values in MU)

Fiscal year ()	Total Energy Consumption (from captive source in case of Captive user) / (from open access source in case of OA consumer)	Solar RPO		Non-Solar RPO		Total energ y to be proc ured as per RPO (E) = (A + C)	Total RE procurem ent (Solar + Non Solar) (F)= (B+D)	Shortfall if any (E-F)
		Solar RPO Target for respective years (A)	Energy actually procured against target (B)	Non-Solar RPO Target for respective years (C)	Energy actually procured against target (D)			
			RE REC		RE REC			
January								
February								
March								
April								
May								
.....								
December								

Sign and Seal of authorized signatory of Company

Sign and Seal of C.A.

- Note: 1) Detailed information about RE generators from whom RE purchased along with proof of REC purchased if any shall be submitted along with report for confirmation purpose.
- 2) In case of OA consumer copy of open access permission for concerned period shall be submitted.
- 3) In case of CPP copy of grid connectivity permission shall be submitted

**DETAILED PROCEDURE FOR MAKING APPLICATION FOR
GRANT OF MEDIUM TERM OPEN ACCESS (MTOA)
IN ELECTRICAL SYSTEM (EHV, HV, LV, DISTRIBUTION)
OF ELECTRICITY DEPARTMENT, PUDUCHERRY**

1. Outline

- 1.1 This procedure shall apply to the Applications made for Medium Term open Access (MTOA) for use of electrical system and/or associated facilities of Electricity Department, Puducherry, herein after referred to as "the Department".
- 1.2 This Procedure is in accordance with the various provisions of the "Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017, notified vide No: JERC-21/2017, here in after referred to as "the Regulations". All applicants shall abide by the provisions of these Regulations and amendments thereof.
- 1.3 This procedure shall be applicable with immediate effect.
- 1.4 This Procedure shall apply to the Applications made for Medium Term Open Access (MTOA) for use of electrical system of the Department and/or associated facilities for transmission and/or wheeling of electricity with or without interstate transmission system as received by Designated Office of the Department.
- 1.5 The nodal agency and its designated office for Long-term open access to the electrical system of the Department are as follows.

Inter-se location of injection & drawal point	Nodal Agency
<i>Applicant connected to the distribution network</i>	
Both within the same distribution Licensee in the UT of Puducherry	System Control Center (SLDC) Electricity Department, Puducherry - 605001
Both within the UT of Puducherry but in areas of different Distribution Licensees	
Injection point in the Intra-State Transmission system within the UT of Puducherry	
In different states	CTU (PGCIL)
<i>Applicant connected to the Intra-State transmission network</i>	
Both within the UT of Puducherry (In Intra-state network)	System Control Center (SLDC) Electricity Department, Puducherry - 605001
Injection Point in the Distribution network of Electricity Department	
In different states	CTU (PGCIL)

- 1.6 All correspondence related to Medium-term open access shall be addressed to:-

The Superintending Engineer cum HOD/SCC,
Electricity Department,
137, Subhash Chandra Bose Salai,
Puducherry – 605001.
Ph. No. : 0413 2330260
Fax No.: 0413 2341148

- 1.7 An incomplete application, and/or an application not found to be in conformity with these Procedures and Regulations, shall be rejected.
- 1.8 MTOA is the right to use the electrical system of the Department and/or associated facilities for any period exceeding three (3) months but not exceeding Twelve (12) months and shall be provided on the basis of availability of adequate wheeling capacity in the existing electrical system or electrical system under execution and likely to be available from the intended date of MTOA. In case of delay in commissioning of wheeling system under execution considered for such grant, which was beyond the control of the Department, then the date of commencement of MTOA shall be extended up to the date of commercial operation of the above system.
- 1.9 No augmentation of electrical system is envisaged for granting MTOA. Construction of dedicated line for wheeling shall not be construed as augmentation of the distribution system. The medium-term open access customer may, in conformity with the master transmission plan, arrange execution of the dedicated transmission/distribution lines at its own risk and cost before the start date of the medium-term open access.
- 1.10 After receipt of application, any change either in timeframe, drawl/injection point or increase in quantum of power shall require submission of a fresh application and the already made application shall stand disposed off and its application fees forfeited. A power transaction involving combination of both multiple injections and one drawl point in case the MTOA is sought by a single consumer shall not require filing of separate applications.

2. Applications for MTOA

Application for MTOA can be made by a generating station including a captive generating plant, a consumer, an Electricity Trader who desires to utilize electrical system of the Department and/or associated facilities for transmission/wheeling of power. The power station from which the power is being sourced or the load, as the case may be, should already be connected to the grid, whether the State grid or the Inter-State grid, or should get connected to the grid before the intended start date of MTOA as provided in the Regulations. Documentary evidence needs to be submitted for establishing the condition of connectivity.

Note:

- I. The eligibility conditions as per Regulation 2.2 of the Regulations as amended from time to time, have to be met with.
 - II. If the Applicant is an Electricity Trader, it must have a valid trading license as per CERC (Procedure, Terms and Conditions for grant of Trading License and Related matter) Regulations, 2009 and subsequent amendments thereof. The Trader must have a valid contract (or PPA) for buying and selling of at least the same quantum of power and period of time for which Long-term Open Access has been applied for.
 - III. The trader shall submit a copy of valid trading license.
 - IV. There should exist required facility for metering and energy accounting at the point of injection and point of drawl.
 - V. All applicants shall submit an affidavit stating that they have a valid contract along with a copy of the contract.
- 2.1 A generating station, including captive generating plant or a consumer, seeking MTOA to electrical system of the Department and/or associated facilities cannot apply for MTOA without applying for connectivity, in case it is not already connected to the grid. It may, however, apply for connectivity and MTOA simultaneously. The interconnection, as finalized by Designated Office of the Department mentioned under S.No.1.6 of "Procedure for making application for grant of connectivity in Electrical system (EHV, HV, LV distribution) of the Electricity Department (For Long Term and Medium Term open Access consumers only)", however, should be available from the intended start date

of MTOA, for which documentary evidence w. r. t. the condition of connectivity has to be submitted. MTOA customer may arrange for execution of the dedicated transmission line at its own risk and cost before the start date of the MTOA.

3. Information/Data to be furnished along with the application

3.1 The information in the application shall be supported by a sworn affidavit by the applicant as per the format given at [FORMAT- MTOA-1].

3.2 The application for MTOA shall be made as per the enclosed application format [FORMAT-MTOA-2] and shall include details like quantum of power to be injected at the suppliers point, details of injection & drawl points, time period from and up to which access is required, the source of power etc. and other details as sought in the application format.

4. Application Fee

4.1 An application for Medium Term Open Access shall be accompanied by a non-refundable application fee to be paid at the rates notified by JERC at the time of submission of application by the applicant, in favour of **"The SAO –II, Electricity Department, Puducherry"**. The presently applicable rates are as under:

Inter-se location of injection & drawal point	Nodal Agency	Application fee in Rs.
<i>Applicant connected to the distribution network</i>		
Both within Electricity Department in the UT of Puducherry	SCC (SLDC)	25,000
Both within the UT of Puducherry but in areas of different Distribution Licensees	SCC (SLDC)	50,000
Injection point in the Intra-State Transmission system within the UT of Puducherry	SCC (SLDC)	50,000
<i>Applicant connected to the Intra-State transmission network</i>		
Both within the UT of Puducherry (In Intra-state network)	SCC (SLDC)	50,000
Injection Point in the Distribution network of Electricity Department		

The designated office for SCC is Superintending Engineer cum HOD/SCC, Electricity Department, Puducherry – 605001.

The Application fee for Open Access transaction involving Renewable Energy shall be 50% of the application fees mentioned above.

4.2 Application fees shall be remitted only by Demand draft/bankers cheque drawn in favour of **"The SAO –II, Electricity Department, Puducherry"** payable at par at Puducherry. No cheque payments will be accepted.

5. Time Lines for MTOA

5.1 The Application for grant of Medium-term Open Access shall be made to the Nodal Agency between three (3) Months to twelve (12) Months prior to the intended commencement of Open Access.

- 5.2 All applications shall be processed on first-come-first-served basis provided that the applications received during a month shall be construed to have come together on the last day of the month. The SCC (SLDC) shall get the system studies carryout in 110KV and above Transmission system of the Department from Executive Engineer (EHV), Electricity Department, Puducherry. In respect of the distribution system, the system studies shall be conducted by Office of Superintending Engineer MP& OR and/or Superintending Engineer O&M PR depending upon the UT of Puducherry's region involved. The concerned office will get the system study carried out and shall intimate the results to the Designated Office of the Department within 10 days. The system studies will clearly identify the system strengthening/augmentation requirement including distribution voltage level, conductor configuration, broad cost estimates, expected commissioning schedule etc. Based on the system study results, the Department shall take decision on grant of MTOA and shall intimate the same to the applicant under intimation to SCC(SLDC) by the before the time schedule stipulated in chapter 3 of the Regulations. The intimation shall be provisional and shall be applicable only after signing of necessary agreements and submission of requisite Letter of Credit (LC) and Bank Guarantee (BG).
- 5.3 Provided that while processing applications for MTOA received during a month, those seeking access for a longer time shall have a higher priority.
- 5.4 Incomplete applications shall be rejected mentioning reasons for rejections to the applicant.

6. Application

6.1 Documents to be submitted along with the application:

- Duly filled in Application in specified format.
- Proof of payment of Application fee.
- PPA or Sale-purchase agreement of power.
- Bank Guarantee of Rs two thousand (*2,000) per MW or part thereof, valid till execution of the MTOA agreement.
- In case of existing HT/EHT consumers of the Department, No-dues certificated from the Electricity Department, Puducherry.
- Proof of installation of SEM.
- In case of generating station or consumer not already connected to grid, documentary evidence for completion of the connectivity showing that the same shall be completed before intending date of MTOA

*****Note: Incomplete application form shall be rejected***

- 6.2 The Application should be submitted in a sealed envelope with "Application for MTOA" clearly marked on the envelope. The application shall be addressed to

Superintending Engineer-cum-HOD/SCC,
Electricity Department,
137, Subhash Chandra Bose Salai,
Puducherry 605001
Ph. No: 0413 – 2330260/2331556
Fax No: 0413 – 2341148/2334277

7. Grant of MTOA

- 7.1 Medium-term Open Access shall be granted if the resultant power flow can be accommodated in the existing Transmission System and the Distribution System. Provided that normally no augmentation shall be carried out to the Transmission System/Distribution System for the sole purpose of granting Medium-term Open Access. However, System study shall be conducted by the concerned office of the Department as mentioned in Sl.No. 5.2 of this procedure. Based on the study if the augmentation is required and if the Applicant is ready to bear the cost of such system augmentation then the Applicant may be granted Medium-term Open Access, as the case may be, in accordance with the procedure as is applicable for grant of Long-term Open Access.
- 7.2 While doing system studies, the Available Transfer Capability (ATC) including Calculation of Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Wheeling Reliability Margin (WRM), shall be duly taken into account by the concerned office of the Department.
- 7.3 Available Transfer Capability (ATC) for MTOA will be worked out after allowing the already approved applications for Long-term access, Medium Term Open Access and Wheeling reliability margin. The grant of MTOA shall be subject to ATC
- 7.4 **Calculation of Total Transfer Capability (TTC), Available Transfer Capability (ATC) and Transmission Reliability Margin (TRM)**

Definitions

“Total Transfer Capability (TTC)” means the amount of electric power that can be transferred reliably over the inter-control area distribution/transmission system under a given set of operating conditions considering the effect of occurrence of the worst credible contingency.

“Wheeling Reliability Margin (WRM)” means the amount of margin kept in the total transfer capability necessary to ensure that the interconnected distribution network is secure under a reasonable range of uncertainties in system conditions.

“Available Transfer Capability (ATC)” means the transfer capability of the inter-control area distribution system available for scheduling commercial transactions (through long term access, medium term open access and short term open access) in a specific direction, taking into account the network security. Mathematically, ATC is the Total Transfer Capability less Wheeling Reliability Margin.

The TTC and WRM are the primary quantities which are to be arrived at from System Studies. The ATC would be derived as the difference between the two. The procedure for the calculation would be as follows:

1. A base case with the likely scenario during the time frame for which transfer capability is sought would be used in the System Studies for calculation of TTC of the required wheeling corridors or flow-gates.
2. The Load Generation scenario inputs would be taken from the planning data, the Load Generation Balance Report for the next year, and the agreed maintenance schedule. All operation conditions would be mentioned along with assumptions made.
3. The worst n-1 contingency for the flow gate under study, based on operating experience would be decided for which limiting cases are to be studied.

4. The degree of impact (Sensitivity analysis) of planned/unplanned outage of distribution lines in important corridors would be indicated.
 5. While carrying out system studies for different conditions, it would be seen that the limiting condition on some portions of the wheeling corridor or flow gates can shift among thermal, voltage and stability limits as the network operating conditions change over time. TTC would be the minimum of the wheeling capability arrived at taking into consideration the Stability Limit, Voltage Limit and Thermal limit.
 6. The limiting factors would be mentioned, for example, specific buses facing problem of low voltage, distribution line facing congestion or crossing stability/thermal limit, etc.
 7. The WRM would be arrived at by considering the worst credible contingency, i.e. one which would affect the wheeling capability of the flowgate to the maximum possible extent.
 8. The difference between the TTC and the WRM would be the ATC. The latest ATC would be the one which is still left over after taking into account the usage of the wheeling capability by existing contracts.
 9. The Department may revise the TTC, ATC and WRM due to change in system conditions, which includes change in network topology or change in anticipated active or reactive generation or load, at any of the nodes in the study. Such revision should clearly state the reasons thereof.
- 7.5 While issuing MTOA permission, the Department may grant or reject or reduce the time period or reduce the quantum of power applied for MTOA application during the intimation. In case of rejection or reduction of time period, Department shall inform the reasons for doing so, in writing to the Applicant, and SCC. The grant of MTOA shall be as per format given at **[FORMAT-MTOA-3.]**
- 7.6 After the grant of MTOA, the applicant shall sign the agreement with the Department for sharing the Transmission and/or wheeling charges within 30 days of grant of MTOA, which will form a part of the medium-term open access agreement **[FORMAT-MTOA-4]**. The MTOA Agreement shall contain the quantum of power, date of commencement and end of medium-term open access, the point of injection of power into the grid and point of drawl from the grid, the details of dedicated wheeling lines required, if any, and the bank guarantee required to be given by the applicant.
- 7.7 After signing of the MTOA agreement, the applicant shall submit a Bank Guarantee (BG) to the Department equivalent to estimated Transmission and wheeling charges of two months within 30 days from the grant of MTOA. The estimated average Transmission and wheeling charges would be reviewed every six months/MTOA period whichever is less and accordingly the amount of Bank Guarantee would be enhanced/reduced by Medium-term open access customers.
- 7.8 In case the MTOA agreement has not been signed or requisite bank guarantee has not been submitted by the applicant within the stipulated period, the grant of MTOA shall be cancelled by the Department and the same shall be informed to Applicant, and SCC.
- 7.9 On the expiry of period of the medium-term open access, the medium-term customer shall not be entitled to any overriding preference for renewal of the term.

8. Scheduling of Medium Term Open Access Transaction

- 8.1 Scheduling of Inter-State open access transactions shall be done by RLDC in accordance with applicable Grid Code.

8.2 Scheduling of intra-State open access transactions shall be done by SCC (SLDC) in accordance with the provisions of the State Grid Code.

8.3 The scheduling jurisdiction and procedure, curtailment and revision of schedule of MTOA transactions, metering, energy accounting and accounting of (Deviation/Unscheduled Interchange) Deviation/UI charges shall be as per the Regulations and the State Grid Code/Indian Electricity Grid Code, as amended from time to time. While scheduling on day-ahead basis, long-term open access customers would have the highest priority, followed by medium term open access customers and then followed by short-term open access customers.

8.4 Underutilization of transmission capacity.

8.4.1 In case it is observed by SCC (SLDC) that the MTOA customer's request for scheduling is consistently (for more than 5 days) lower than the capacity granted, the Department may issue a notice to such MTOA customer asking the reasons for such under-utilization. The MTOA customer shall furnish the reasons for such under-utilization and will provide such details like the reduced requirement, likely period, etc. to SCC (SLDC) and the Department by the following day. The unutilized transfer capability will then be released for scheduling of Short-term open access transaction by SCC (SLDC).

8.4.2 No refund of transmission and wheeling charges shall be made due to above curtailment.

9. Charges for Medium Term Open Access for electrical system of the Department

A. Medium Term Open Access Customers shall pay the Intra-state Transmission charges and/or wheeling charges, cross subsidy surcharge, additional surcharge, standby power and standby charges, reactive energy charges, Scheduling and system operation charges and any other charges, if any as notified by JERC from time to time.

B. Imbalance Charges:

The Imbalance charges will be payable by Medium Term Open Access customer as under:

Scheduling of all transactions pursuant to grant of Medium term open access shall be carried out on day ahead basis in accordance with Indian Electricity Grid Code and JERC Grid Code in force.

Any mismatch between scheduled and the actual drawl at drawl points and scheduled and actual injection at injection points for the intra-state entities shall be charged as under:

B.1 Open Access buyer other than the consumer of the Department.

When the Open Access Customer (buyer) is not a consumer of the licensee, the mismatch of scheduled entitlement and actual drawal for any 15 minutes time block shall be met from the grid and will be paid/charged as under:-

(a) Over drawal

The over drawal for each time block of 15 minutes, as projected at the injection point i.e. by loading the T&D loss as applicable, shall be paid for by the MTOA consumer at the rate of the summation of the following charges as applicable for the respective time blocks in which over drawal takes place:-

(a) i) Higher of the deviation charges, additional charges for deviation as well as additional charges in case of frequency below 49.85 Hz as applicable for the relevant time block, for inter-State transaction, in accordance with the CERC (Deviations Settlement Mechanism and

related matters) Regulations, 2014 as amended from time to time **or** the temporary tariff applicable for the consumer category as determined by the JERC from time to time, provided that if JERC has not specified any temporary tariff for a category, charges at the rate of 125% of the normal category shall be applicable; **and**

ii) Any other charges payable for deviation under CERC/JERC Regulations or procedure framed there under, to the extent the same are not covered in (a) i) above.

The various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the LTOA consumer on the over drawal also.

(b) Under drawal

The Underdrawal for any 15 minute time block at the point of supply shall be paid to the MTOA Consumer at the rate for deviation as applicable for inter-State transaction in accordance with CERC (Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time, provided that charges payable by the recipient in respect of the deviation for the under drawal by the buyer in a time block in excess of 12% of the schedule shall be zero.

The additional charges for deviation as applicable for the under drawal in accordance with the aforesaid Regulations of CERC in situation where the frequency is 50.05 Hz or more shall be payable to the Department by the Open Access customer whose actual drawal is less than the schedule.

The various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the buyer on the scheduled quantum irrespective of actual drawal.

B.2 Open Access Consumer who is a consumer of the Department

A consumer will be entitled for the Admissible drawal of power which is the difference between the Contracted Maximum Demand and maximum quantum of Open Access for which approval has been accorded by the Nodal Agency. In case, the consumer desires to draw power in excess of his sanctioned Contract Demand, he shall have to get his sanctioned Contract Demand increased in accordance with the provisions of Supply Code and other relevant Regulations notified by the Commission from time to time.

Demand Charges shall be payable by the consumer on the sanctioned Contract Demand/revised Contract Demand irrespective of its purchase of power through open access, to the licensee as per relevant Schedule of the tariff order.

Consumer availing Medium Term Open Access shall submit the schedule only for drawal of power through open access and no schedule for drawal of power as a normal consumer of the Department shall be required.

In case of overdrawal above the admissible drawal of electricity by Open access consumers, the following charges shall be paid by the Open access consumer.

- (a) Fixed charges on the admissible drawal of electricity even if there is no drawal from the Department.
- (b) Energy charges corresponding to drawal from the Department limited to admissible drawal of electricity at the applicable energy charge rate of the Department.

- (c) Additional fixed charges at the rate of 125% of normal fixed charges, for demand over the admissible drawal of electricity.
- (d) Energy charges on any drawal above the admissible drawal of electricity at the rate of charges for temporary connection for the same category.

The total recorded drawal by the consumer for the different tariff blocks in the billing month shall be reduced by the total scheduled entitlement for various time blocks in the respective tariff blocks in the billing month as per the schedules under Open Access arrangement, irrespective of actual drawal by the consumer in the respective time blocks. The balance energy shall be treated as supplied by the Department to the consumer as per the relevant tariff order of the Commission. In case the total drawal, including the same under the Open Access arrangement, exceeds the sanctioned Contract Demand or the reduced Contract Demand, as applicable, at any time during the billing period, such over drawal shall be considered as violation of the Contract Demand in accordance with the provisions of normal schedule of tariff and the Contract Demand Violation Charges shall also be charged accordingly in addition to the energy charges as per the schedule of Tariff.

In case of time blocks where the total recorded drawal of the consumer is less than the scheduled entitlement of the consumer in that time block, such under drawal by the consumer will not attract any charges to be paid by the Department on account of Underdrawal. However, the consumer shall not be entitled for any relief in the demand charges on account of any such under drawal.

B.3 Open Access by a Generator/Trader

The quantum by which the injected energy exceeds or falls short of the scheduled energy injection (i.e. mismatch between the scheduled and actual injection) for any 15 minutes time block, shall be charged/paid for as under:-

(i) Over injection

The over injection (i.e. injection exceeding the schedule) for any 15 minute time block shall be paid for to the MTOA Consumer at the rate for deviation as applicable for inter State transaction in accordance with CERC (Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time: Provided that charges payable by the recipient in respect of the deviation for the over injection by the seller in a time block in excess of 12% of the schedule shall be zero except in case of injection of infirm power.

The additional charges for deviation as applicable for the over injection in accordance with the aforesaid Regulations of CERC in situation where the frequency is 50.05 Hz or more shall be payable to the Department by the Open Access customer whose actual injection is more than the schedule.

In case of over injection, the various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the seller on the scheduled quantum irrespective of actual injection.

(ii) Under Injection

- (a) The under injection charges shall be recoverable from the MTOA Consumer at the rate of the summation of the following charges as applicable for the respective time blocks in which under injection takes places:-

- (a) i) the deviation charges, additional charges for deviation as well as additional charges in case of frequency below 49.85 Hz as applicable for the relevant time block, for inter-State transaction, in accordance with the CERC(Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time; and
 - (a) ii) Any other charges payable for deviation under CERC/JERC Regulations or procedure framed thereunder, to the extent the same are not covered in (a) i) above.
 - (b) In case of under injection, the various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be paid by the generator on the scheduled quantum irrespective of actual injection.
10. **Under drawal of power by an Open access consumer due to reasons attributable to the Department on account of breakdown of the electrical system.**

In case an Intra-State Open Access Consumer is unable to receive power scheduled from a generating company/trader/power exchange due to un-notified Transmission and/or Distribution System outage and if the generating company/trader/power exchange has injected scheduled power into the grid for use by such Intra-State Open Access Consumer, then the Department shall pay such Intra-State Open Access Consumer, the charges payable by him to the generating company/trader/power exchange or the lowest tariff applicable to the Consumer category, to which such Intra-State Open Access Consumer belongs, whichever is lower.

11. Energy Losses

The Medium Term Open Access customers will absorb energy losses for intra-State transmission and/or distribution system as determined by JERC from time to time and for CTU system as determined by CERC from time to time.

12. Interface Energy Meters

- a. Interface Energy Meters shall be installed and maintained by the Department for open access in transmission and distribution at the cost of the open access customers.
- b. Interface Energy Meters installed shall be in accordance with the CEA (Installation and Operation) regulations 2006 as amended from time to time.
- c. Interface Energy Meters for the open access customer shall be open for inspection by any person authorized by the Department or the System Control Centre (State Load Despatch Centre).

13. Accounting of Energy

A. For Generators:-

- 1) Energy injection at interconnection point by generators:-
 - (a) The actual energy injected in 15 min. time block at interconnection point by the generators having independent dedicated system upto interconnection point, will be the energy recorded by the SEM installed at interconnection point.
 - (b) The actual energy injected in 15 min. time block at interconnection point by generators where power of two or more generators is injected at interconnection point through a joint dedicated system, the energy recorded by SEM at interconnection point will be segregated based on the methodology mutually

finalized/agreed by the concerned generators for each such case. The pooled generators will provide to the Department a copy of methodology mutually finalized/agreed by them for the aforesaid purpose.

- 2) Injection schedule by generators:- The schedule for injection by generators in 15 minutes time block at interconnection point will be worked out by the respective generators based on the energy sold by the generator duly considering the applicable losses for intra-State & inter-State system. In case of intra-State sale to the consumers of UT of Puducherry, the scheduled injection at interconnection point will be worked out based on the sale schedule given to the consumer by the generator duly considering applicable losses.
- 3) The variation in injection schedule and actual injection by the generator in 15 min. time block will be the deviation/unscheduled interchange (over-injection/under-injection) by the generator and will be settled as per clause 9.B above.

B. For Consumers:-

1) For consumers other than the consumers of Department:-

- (a) The actual drawl in 15 min. time block by the MTOA consumers will be the energy recorded by the SEM installed as drawl point of the MTOA consumers.
- (b) The scheduled drawl in 15 min. time blocks by the MTOA consumer through open access at the point of drawl of the consumer will be calculated based on the energy purchased by the MTOA consumer through open access duly considering the applicable losses for inter-state and inter-state system. In case of purchase by the consumer from the intra-State generators, the drawl schedule at drawl point will be worked out based on the sale schedule given by the generator duly considering the applicable losses.
- (c) The variation in drawl schedule and actual injection by the MTOA consumer in 15 min. time block will be the deviation/unscheduled interchange (over-injection/under-injection) by the MTOA consumer and will be settled as per clause 9.B above.

2) For consumers of the Department:-

- (a) The scheduled/actual drawl in 15 min. time blocks by the MTOA consumer through open access at the point of drawl of the consumer will be calculated based on the energy purchased by the MTOA consumer through open access duly considering the applicable losses for inter-state and inter-state system. In case of purchase by the consumer from the intra-State generators, the drawl schedule at drawl point will be worked out based on the sale schedule given by the generator duly considering the applicable losses.
- (b) Settlement of energy overdrawn/under drawn by the consumer at drawl point will be made as per provisions made under sr. no. 9.B above.

14. Standby Power

1) If a Full Medium term Open Access Consumer requires power from the Department in case of outage of the generator or the source supplying power to such Open Access Consumer, or a generator connected to the Department injecting power through Open Access, requires start up power from the Department, then such Open Access Consumer or generator shall make an application to the Department seeking standby power for a maximum period of forty-two (42) Days. The application shall be submitted to the Superintending Engineer cum HOD, Electricity Department, Puducherry.

2) The Department shall provide standby power to such Medium term Open Access Consumer subject to availability of requisite quantum of power and subject to the technical constraints in the concerned area of supply. The availability of power and spare capacity of transmission/distribution system shall be accessed and confirmed by the concerned office of the Department.

3) For providing standby power to the Long term Open Access Consumer, the Department shall charge applicable temporary supply tariff for that category of Consumer in the prevailing tariff rate schedule approved by JERC: Provided that in cases where temporary rate of charge is not available for that Consumer category, the standby arrangements shall be provided by the Department on payment of fixed charges for forty-two (42) Days and energy charges at the rate of 125% of the energy charges for that category of Consumer in the prevailing tariff rate schedule approved by JERC.

4) The Department shall allow the Long term Open Access Consumers to arrange standby power from any other source if opted by the OA consumers, subject to the conditions that such power shall be drawn through the same system for which Open Access has been granted by the Department.

15. Payment Security Mechanism

For payment of all monthly charges, irrevocable revolving LC through a scheduled commercial bank in favour of "Electricity Department, Puducherry" equivalent to two months average monthly transmission and/or Wheeling charges, Cross Subsidy surcharge, Additional surcharge, Stand-by charges, Scheduling and system operation charges shall be opened by MTOA applicant, 15 days before the commencement date of MTOA. LC should remain valid up to one month after MTOA period.

16. Encashment/Discharge of Bank Guarantee

16.1 The prospective MTOA applicant shall present their application accompanied by a bank guarantee of Rupees two thousand (₹ 2000) per MW or part thereof for the total power to be transmitted. The bank guarantee shall be in favour of the Electricity Department, Puducherry. The bank guarantee shall be kept valid till operationalization of Medium-term Open Access. The bank guarantee may be encashed by the Department, if the application is withdrawn by the Applicant or the Medium-term Open Access rights are relinquished prior to the operationalisation of such rights.

16.2 The Bank Guarantee towards payment security mechanism will be encashed in case the applicant defaults on payment of the all the charges. The Bank Guarantee shall be recouped and remain valid upto one month after MTOA period.

16.3 In case any request for downsizing the power transfer is received after signing of the agreement and submission of Bank Guarantee, any adjustment of Bank Guarantee shall be carried out after expiry of the MTOA term.

17. Relinquishment/Downsizing of Access Rights

17.1 A customer who has been granted MTOA, may relinquish rights, fully or partly, by giving at least Thirty (30) days prior notice to the nodal agency, provided that the medium-term customer, relinquishing its rights, shall pay applicable Transmission and wheeling charges for the quantum of relinquishment, for the period of relinquishment or 30 days whichever is lesser.

17.2 Once downsizing request has been accepted by the Department, an intimation of MTOA for the reduced power shall be issued and the same shall be informed to Applicant and SCC (SLDC). Any increase thereafter, either in timeframe or quantum shall require submission of a fresh application.

17.3 In case the applicant granted open access fails to construct the generating station/dedicated system or makes an exit or abandon its project, he will pay the Department applicable Transmission and wheeling charges for the quantum of relinquishment for the period of relinquishment or 30 days whichever is lesser. The bank guarantee will be encashed by the Department, in case the MTOA customer does not pay applicable Transmission and wheeling charges in the event of Relinquishment/Downsizing of Access Rights by him.

17.4 There shall be no refund by the Department to a Medium term Open Access Consumer who has created the required electrical system at his own cost for availing Open Access irrespective of whether the Consumer avails the medium term Open Access for the full term.

18. Payment of Transmission /Wheeling Charges and Fee & Charges For State Load Despatch Centre

18.1 The Transmission and/or wheeling charges, all other charges in respect of medium term open access, shall be payable directly to the Department by the MTOA customer.

18.2 The fee and charges for the State Load Despatch Centre shall be directly payable by the medium term open access customer to the System Control Centre in accordance with the provisions of the Regulations and the rates (along with other associated terms and conditions) determined by the Joint Electricity Regulatory Commission from time to time.

19. Renewable Power Purchase Obligations

Each Open Access Consumer shall fulfil its Renewable Purchase Obligation (RPO) as per the Joint Electricity Regulatory Commission for State of Goa & Union Territories (Procurement of Renewable Energy) Regulations, 2010, as amended from time to time. The RPO shall be met by the Open Access Consumers either by purchase of electricity (in kWh) from renewable sources or by purchase of Renewable Energy Certificate(s) (RECs) from the power exchange. The Open Access Consumers shall provide the RPO compliance report to the Renewable Energy Agency Puducherry (REAP), Puducherry and SCC in the format-RPO every year.

20. Under drawal of power by an Open access consumer due to reasons attributable to the Department on account of breakdown of the electrical system.

In case an Intra-State Medium term Open Access Consumer is unable to receive power scheduled from a generating company/trader/power exchange due to un-notified Transmission and/or Distribution System outage and if the generating company/trader/power exchange has injected scheduled power into the grid for use by such Intra-State Medium term Open Access Consumer, then the Department shall pay such Intra-State Medium term Open Access Consumer, the charges payable by him to the generating company/trader/power exchange or the lowest tariff applicable to the Consumer category, whichever is lower. The quantum of power shall be arrived by taking into account for the period during which the un-notified transmission and/or distribution system outage has occurred.

21. General

- 21.1 The applicant shall keep the Department indemnified at all times and shall undertake to indemnify, defend and keep the Department harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Medium-term access transaction.
- 21.2 All costs/expenses/charges associated with the application, including bank draft, bank guarantee, bank charges etc. shall be borne by the applicant.
- 21.3 The applicant shall abide by the provisions of the Electricity Act, 2003, the Regulations and State Grid Code/Indian Electricity Grid Code, as amended from time to time.
- 21.4 None of the charges payable by Medium-term Open Access customers and/or any other Utilities involved in the transaction shall be adjusted by them against any other payments/charges.
- 21.5 In case of a force majeure condition (as determined and notified based on provision 9.10 of the Regulations by the Department/SCC), Department/SCC may curtail/suspend a scheduled transaction. The decision of the Department/SCCs as to the existence of a force majeure condition shall be final and binding. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Open Access agreement to the extent that such failure is due to force majeure. But any party claiming the benefit of the force majeure shall satisfy the other party of the existence of such event(s).
- 21.6 This procedure aims at easy and pragmatic disposal of applications made for Medium Term Open Access to the electrical system of the Department. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing these procedures. In order to resolve the same, this procedure shall be reviewed or revised by the Department with prior approval of JERC.
- 21.7 The applicant/user shall keep SCC/Electricity Department, Puducherry indemnified at all times and shall undertake to indemnify, defend and save SCC/Electricity Department, Puducherry harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees and all other obligations by or to third parties, arising out of or resulting from transactions.

FORMAT-MTOA-1**On Non Judicial Stamp Paper of Rs.100/-****AFFIDAVIT**

In the matter of filing application to the Electricity Department, Puducherry for Grant of Medium-term open Access to the electrical System of the Electricity Department, Puducherry under the Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 as amended from time to time.

I.....(Name).....S/o Sh. (Father's name).....

Working as.....(Post)..... in..... (Name of the
Company/Firm/Association of persons/Individual)..... having its registered
office at.....(Address of the Company/ Firm/Association of
persons/Individual)..... do solemnly affirm and say as follows:

1. That I am the (Post).....of..... (Name of the Company/
Firm/Association of persons/Individual), the representative in the
above matter and am duly authorized to file the above application and to make this
affidavit.
2. That I submit that M/s.....(Name of the Company/ Firm/Association of
persons/Individual)..... is a registered Company/Firm/Association of
persons/Individual.....(Public Ltd/Pvt. Ltd.).....
registered under Companies Act. Under the Article of Association of the Company
and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s)
of JERC as amended from time to time, the Company/Firm/Association of
persons/Individual can file the enclosed application.
3. That I submit that all the details given in the enclosed application for grant of
Medium Term Open Access along with necessary documents are true and correct and
nothing material has been concealed thereof.
4. Further verify that contents of para 1 to 3 of my above affidavit are true and correct to
the best of my knowledge and belief. No part and nothing material has been
concealed therein.

Verified at Puducherryday of 20

DEPONENT

(To be duly attested by Notary)

FORMAT-MTOA-2**Application for Grant of Medium Term Open Access (MTOA)**

Sl. No.	Description	Information to be furnished by the Applicant
1	Name the Applicant	
2	Address for Correspondence	
3	Contact Details	
	Prime Contact Person Designation Phone No.(Landline) Phone No.(Mobile) Fax E-Mail	
	Alternate Contact Person Designation Phone No.(Landline) Phone No.(Mobile) Fax E-Mail	
4	Nature of the Applicant Normal Generator (other than captive) Captive Generator Consumer Electricity Trader Department	
5	Details for Medium Term Open Access (MTOA)	
	5a Quantum (MW) for which MTOA required	
	5b Date from which MTOA required (<i>not earlier than 5 months and not later than 1 year from the last day of the month in which application has been received</i>)	
	5c Date upto which MTOA required (<i>3 months to 3 years from the date from which MTOA is required</i>)	
	5d Injection of Power Entity State/Region Quantum-l Connectivity with the Grid	

	5e Drawal of Power Entity State/Region Quantum-1 Connectivity with the Grid	
6	Details of DD/Banker's Cheque (Application Fee) Amount (in Rs.)DD/Cheque transaction No. Date Bank Name Branch Name	
7	Details of Bank Guarantee Amount (in Rs.) Bank Name Period of Validity	

FORMAT-MTOA-3**Intimation for Grant of Medium Term Open Access**

Sl. No.	Description	Information to be furnished by the Department
1	Intimation No. : Date:	
2	Ref. Application No.: Date:	
3	Name of the Applicant	
4	Address for Correspondence	
5	Nature of the Applicant Normal Generator (other than captive) Captive Generator Consumer Electricity Trader Department Others	
6	Details for Medium Term Open Access (MTOA)	
	6a Quantum (MW) for which MTOA is granted	
	6b Date from which MTOA is granted	
	6c Date upto which MTOA is granted	
7	Injection of Power Entity State/Region Quantum-1 Connectivity with the Grid	
8	Drawl of Power Entity State/Region Quantum-1 Connectivity with the Grid	
9	Transmission, Wheeling Charges Applicable	

FORMAT-MTOA-4**Agreement for Medium Term Open Access for power wheeling****Between**

M/s.

AND**THE ELECTRICITY DEPARTMENT, GOVERNMENT OF PUDUCHERRY**

This Agreement of Medium Term Open Access for power wheeling is made on this day of Two thousand by and between the President of India represented by the Superintending Engineer, Electricity Department, Government of Puducherry, which is an integrated utility and deemed Transmission and Distribution Licensee having its main office at No. 137, Subash Chandra Bose Salai, Puducherry-605 001, hereinafter called "Department" (which expression shall unless repugnant to the context or meaning thereof be deemed to include as party of the First part;

And

M/s., (name of the Open Access Consumer) incorporated under the Companies Act, 1956/2013 with its registered office at (location)..... hereinafter called "Open Access Consumer" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, and assigns) as party of the Second part.

AND WHEREAS, the Open Access Open Access Consumer is a generating company/ licensee/ Open Access Consumer/others permitted by State Commission (**Company/Firm/Association of persons/Individual**) and is desirous to avail Medium Term Open Access in accordance with "Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017" and the Electricity Act, 2003, as amended from time to time, to the Electrical System of the Department and furnished required documents etc.

AND WHEREAS, the Medium Term Open Access is required by the Open Access Open Access Consumer as per the following details:

Injection Utility	:
Name	:
Location	:
Region	:
Capacity (MW)	:
Drawee Utility (ies)	:
Name	:
Location	:
Region(s)	:
Capacity (MW)	:

AND WHEREAS, in accordance with Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 and the Electricity Act, 2003 and their subsequent amendments, the Distribution Licensee has agreed to provide such open access on its distribution system required by the Open Access Consumer.

The Medium Term Open Access is granted w.e.f. 00:00 hrs of _____ day of Two thousand _____ and it will be for a period of _____ days/months/years i.e. upto 00:00 hrs of _____ day of Two thousand _____.

AND WHEREAS, the Open Access Consumer has agreed to share and pay towards connectivity to the electrical system of Distribution Licensee at its cost including modification/alterations to the infrastructure of the Department for accommodating his connection, installation of interface meters, providing necessary facilities for voice & data communication and all other charges required for connectivity with the electrical system of the Department.

AND WHEREAS, the Open Access Consumer has agreed to share and pay the Transmission /wheeling charges, surcharges, additional surcharges, unscheduled inter-change charges, reactive energy charges & all other charges as notified by JERC/CERC time to time, for use of electrical system of the Department for transmission and/or wheeling of electricity and for availing open access.

AND WHEREAS, it has become incumbent upon both the parties to enter in to Medium Term Open Access Wheeling Agreement as envisaged under the "Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017" and its subsequent amendments.

AND WHEREAS, the Open Access Consumer is desirous of wheeling its power through Medium Term Open Access and has agreed to pay the Transmission and/or wheeling and other charges for using electrical system of the Department. It will be the responsibility of MTOA Open Access Consumer to ensure timely payment of all applicable charges to the Department by itself or from its beneficiary (ies) /supplier (s).

AND WHEREAS, the Distribution Licensee and the Open Access Consumer shall abide by the modalities, procedures and statutory prescriptions as mandated under the Joint Electricity Regulatory Commission, 2017 and the Electricity Act, 2003, as amended from time to time.

NOW THEREFORE, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Distribution Licensee and the Open Access Consumer as follows:-

- 1.0 a) The Open Access Consumer shall pay the charges for Medium Term Open Access in electrical system of the Department and charges for making connectivity to electrical system of the Department as notified by JERC/CERC from time to time.
- b) The Open Access Consumer would provide payment security towards monthly Transmission/ wheeling charges in the form of irrevocable monthly revolving LC through a scheduled commercial bank in favour of "Electricity Department, Government of Puducherry, Puducherry" equivalent to 105% of the average monthly wheeling charges at least 15 days before the commencement date of MTOA. LC should remain valid up to one month after MTOA period. Further the bank guarantee equivalent to 2 (two) months estimated average monthly billing would also be furnished in favour of "Electricity Department, Government of Puducherry, Puducherry", by the Open Access Consumer which would be in place at least 3 (three) months prior to the date of scheduled commencement of MTOA with validity upto 1 (one) month after the expiry of MTOA period.
- c) The estimated average charges for use of electrical system of the Department would be reviewed every six months and accordingly the amount of security would be enhanced/ reduced by MTOA Open Access Consumers.
- d) In case the Open Access Consumer defaults in making payment of the monthly charges of the Department then, the Department shall be entitled to encash/adjust the LC/BG immediately after giving one week notice in writing to MTOA Open Access Consumer.
- e) In case of encashment/ adjustment of the LC/BG by the Department against non-payment of monthly charges by MTOA Open Access Consumer, the same should be immediately replenished/recouped by MTOA Open Access Consumer before the next billing cycle.

- f) The format for bank guarantee is enclosed as Annexure-X. The Bank Guarantee shall be issued by:
- i. A Public Sector Bank, or
 - ii. Scheduled Indian Bank having paid up capital (net of accumulated losses) of Rs. 100 crore or above(duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement
- or
- Any foreign Bank with overall International corporate rating or rating of Medium Term debt not less than A- (A minus) or equivalent by reputed rating agency.
- g) The surcharge shall be levied by the Department in case of delayed payments. The provision for levy of surcharge in the monthly bills shall be governed as per notification/directives/guidelines issued/to be issued by JERC/CERC/GOI from time to time.

2.0 The Department agrees to provide Medium Term Open Access required by MTOA Open Access Consumer as per the details mentioned above and in accordance with the Regulations under the Joint Electricity Regulatory Commission Regulations, 2010 and conditions specified by the JERC from time to time.

3.0 The Open Access Consumer granted Medium Term Open Access may relinquish rights, fully or partly, by giving at least 30 days prior notice to the Nodal Agency, provided that the MTOA Open Access Consumer, relinquishing its rights, shall pay applicable Transmission and wheeling charges for the quantum of relinquishment, for the period of relinquishment or 30 days whichever is lesser. Once downsizing request has been accepted by the Department, an intimation of MTOA for the reduced power shall be issued and the same shall be informed to the Open Access Consumer and SCC. Any increase thereafter, either in timeframe or quantum shall require submission of a fresh application.

4.0 In case the Open Access Consumer fails to construct the generating station/dedicated system or makes an exit or abandon its project, he will pay the Department applicable Transmission and wheeling charges for the quantum of relinquishment for the period of relinquishment or 30 days whichever is lesser. The Open Access Consumer shall furnish a separate Bank Guarantee from a nationalized bank for an amount equivalent to the Transmission and wheeling charges worked out at the rates applicable at the time of grant of MTOA by the Department, for the quantum of power & period for which MTOA agreed by the Department. The Bank Guarantee would be furnished in favour of the Department within three months of signing of Power Wheeling Agreement. This Bank Guarantee would remain valid till the last day of MTOA and will be encashed by the Department, in case the Open Access Consumer does not pay applicable Transmission and wheeling charges in the event of relinquishment/downsizing of access rights by him.

5.0 The Open Access Consumer shall not relinquish or transfer its rights and obligations specified in the Power Wheeling Agreement, without prior approval of the Department and subject to payment of compensation, as determined by the JERC from time to time.

6.0 In case of Inter-State/Intra-State MTOA involving Transmission system of STU/CTU/any other Transmission Licensee, the Open Access Consumer will apply and avail MTOA from them separately, if required. The Department will neither be responsible for any loss to the applicant/Open Access Consumer on account of non-availability/curtailed availability/delay in availability of MTOA for such transmission system nor be liable to pay any compensation to the MTOA Open Access Consumer for such system.

7.0 All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under Clause 9.5 of the JERC Regulations, 2017 and amendments issued from time to time.

8.0 This Agreement shall be valid from the date of signing of this Agreement till the validity of open access.

IN WITNESS WHEREOF, both the parties have executed this Agreement through their authorized representative.

Signed for and on behalf of the
President of India represented

Signed for and on behalf of the

by

.....

[Department]

[Open Access Open Access Consumer]

(Designation & Seal)

(Name & Signature)

Witness (1)

(1)

(Signature/Name & Designation
Date & Seal)

(Signature/Name & Designation
Date & Seal)

(2)

(2)

(Signature/Name & Designation
Date & Seal)

(Signature/Name & Designation
Date & Seal)

ANNEXURE-X (MTOA)

PROFORMA FOR BANK GUARANTEE
(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No..... Dated

To

**Superintending Engineer cum HOD,
Electricity Department,
137, Subhash Chandra Bose Salai,
Puducherry - 605001.**

Dear Sirs,

In consideration of the Electricity Department, Puducherry. (here in after referred to as the Department which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) agreed to provide its services relates to Distribution tohaving its registered office at _____ (hereinafter referred to as thewhich expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Agreement, dated _____ with charges valued at Rs. _____.

And whereas the said Agreement has _____ been unequivocally accepted by the and thehaving agreed to provide a Bank Guarantee in favour of the Department as payment security guaranteeing to bear the full charges of Department's Transmission and distribution system amounting to Rs. _____ for a period of _____.

And whereas _____ Bank, a body incorporated under the _____ law, having its branch office at _____ and its Registered/Head Office at _____ hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns, do hereby guarantee and undertake to pay the Department on its first written demand any and all monies payable by thein respect of the said Transmission and wheeling charges/SLDC charges without any demur, reservation, contest, recourse or protest and/or without any reference to the..... Any such demand made by the Department on the Bank shall be conclusive and binding notwithstanding any difference between the Department andor any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Department and further agrees that the guarantee herein contained shall continue to be enforceable till the Department discharges the guarantee. The decision of the

Department declaring theto be payment default as aforesaid shall be final and binding on the Bank.

The Department shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied between the Department and the..... Or any other course or remedy or security available to the Department. The Bank shall not be released of its obligations under these presents by any exercise Department or its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Department or any other indulgence shown by Department or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Department at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the and notwithstanding any security or other guarantee the Department may have in relation to the Liabilities. Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by the.....on whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws. The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Dated this day of 20..... at

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Format - RPO

Final RPO ACHIVEMENTS DATA RPORTING FOR FINANCIAL YEAR 20 TO 20.....

Name of the company/ Organisation

For Generation: Plant installed capacity (MW)

Sale outside/third party (In MW)

For OA consumer: Contract Maximum demand (In KVA)

(Source: _____ Consumption location _____)

(All values in MU)

Fiscal year ()	Total Energy Consumption (from captive source in case of Captive user) / (from open access source in case of OA consumer)	Solar RPO		Non-Solar RPO			Total energ y to be proc ured as per RPO (E) = (A + C)	Total RE procurem ent (Solar + Non Solar) (F)= (B+D)	Shortfall if any (E-F)
		Solar RPO Target for respective years (A)	Energy actually procured against target (B)	Non-Solar RPO Target for respective years (C)	Energy actually procured against target (D)				
			RE REC		RE REC				
January									
February									
March									
April									
May									
.....									
December									

Sign and Seal of authorized signatory of Company

Sign and Seal of C.A.

- Note:
- 1) Detailed information about RE generators from whom RE purchased along with proof of REC purchased if any shall be submitted along with report for confirmation purpose.
 - 2) In case of OA consumer copy of open access permission for concerned period shall be submitted.
 - 3) In case of CPP copy of grid connectivity permission shall be submitted

DETAILED PROCEDURE FOR RESERVATION OF TRANSMISSION CAPACITY TO SHORT TERM OPEN ACCESS USERS (INTRA STATE)

(Notification No: JERC-21/2017 of JERC for the state of Goa and UT)

1.0 Outline

- 1.1 This procedure is being issued in compliance of the provisions under Regulations 3.4 of Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017, notified vide No.JERC-21/2017, herein after referred to as "the Regulations".
- 1.2 The Procedures shall apply to the Applications made for scheduling of Transactions by availing of Short-Term Open Access (STOA) for use of the intra-State transmission system and/or distribution lines and associated facilities.
- 1.3 The procedure will come into force with immediate effect.
- 1.4 The detailed procedures have been prepared as per criteria for allotment and reservation of transmission capacity as per section 3.7 of the Regulations.

2.0 Procedure for day-ahead transactions

2.1 Submission of applications

- 2.1.1 In case of day ahead transactions, a composite application form (Format –ST1) for open-access and scheduling for the following day shall be sent to System Control Centre (SCC) which is discharging the duties of SLDC for the UT of Puducherry, within three (3) Days prior to the date of scheduling but not later than 12:00 Hrs. of the day preceding the day of scheduling for Day-ahead transaction.
- 2.1.2 Applications received upto 12:00 Hrs. (cut-off time) of the day immediately preceding the day of scheduling, shall be treated as having been received together for processing and shall have same priority. Application received after the cut-off Time in case of contingency shall be processed subject to payment of five (5) times the otherwise applicable application fee.
- 2.1.3 The transaction shall be allowed by SCC only for a day or part thereof in blocks.
- 2.1.4 A copy of the application and scheduling request shall be endorsed by the applicant to the following.

(i) Superintending Engineer-MP/Outlying Region, Electricity Department, Puducherry in respect of transaction in Karaikal, Mahe and Yanam regions

or

Superintending Engineer- O&M/ Puducherry, Electricity Department, Puducherry in respect of transaction in Puducherry region.
- 2.1.4 The request for above transaction shall be submitted along with proof of payment of application fee, PPA or Sale-purchase agreement of power, proof of installation of SEM, proof of availability of Remote Terminal Unit (RTU) & communication facility to transmit real-time data to the SLDC, if applicable and other documents as stipulated in the Regulations and in the application.

2.2 Processing /Approval of applications

- 2.2.1 An user seeking short-term open-access shall ensure that the buyer and seller are in mutual agreement with the proposed transactions. Any disagreement between them may lead to cancellation of the proposal for open-access.

- 2.2.2 After receipt of the applications, the concerned Superintending Engineer-MP/OR or Superintending Engineer - O&M/Puducherry Region, Electricity Department, Puducherry involved in the transactions shall process the applications and forward along with their consent / denial so as to reach the SCC by 13:00 Hours of the Day preceding the Day of scheduling. In case of denial of access, SCC shall furnish to the applicant reasons for the same.
- 2.2.3 SCC shall take steps to incorporate the transactions under category at para 2.1.1 above in the day-ahead schedule to be issued by SCC if the request can be accommodated without congestion. In case of congestion, SCC shall intimate the applicant accordingly.
- 2.2.4 The transactions included in the schedule shall be considered as approval and If a Short-term Open Access Consumer is unable to utilize the full or a substantial part of its allocated capacity for more than four (4) hours, it shall inform the SCC, and may surrender the use of such capacity but shall pay transmission and wheeling Charges applicable to the original reserved capacity and period. If the SCC is able to re-allocate this capacity, the entity which has surrendered the capacity shall be refunded the transmission and wheeling charges based on the amount and period of the reallocated capacity by the SCC. Necessary written approval as per Format - ST2 along with the schedule of payments to be made by the user will be sent separately.
- 2.2.5 Pro-rata capacity approval shall be given in case, applications are for more than available capacity.

2.3 Payment terms

- 2.3.1 Applicant shall make the Non-refundable application fee mentioned in Para (i) below along with the application to SCC. In respect of other charges from (ii) to (v) mentioned below, payment may be made to SCC within 3 working days (Format - ST3) of making of application when its request for open-access is included in the schedules.

- (i) Non-refundable application fee as mentioned below per transaction is to be paid along with the application form even if request is not accommodated.

Inter-se location of injection & drawal point	Nodal Agency	Application fee in Rs.
Applicant connected to the distribution network		
Both within the same distribution Licensee in the UT of Puducherry	SCC (SLDC)	2,000
Both within the UT of Puducherry but different Distribution Licensees	SCC (SLDC)	5,000
Injection point in the Intra-State Transmission system within the UT of Puducherry	SCC (SLDC)	5,000
Power supply from power exchange	NLDC	-
In different states	RLDC	-
Applicant connected to the Intra-State transmission network		
Both within the UT of Puducherry (In Intra-state network)	SCC (SLDC)	5,000
Injection Point in the Distribution network of Electricity Department	SCC (SLDC)	5,000
Avail through Power exchange	NLDC	-
In different states	RLDC	-

- 2.3.2 All the commercial terms and charges as mentioned in section 5.0 of this procedure shall be applicable and payable by the Open access consumer.

- 2.3.3 Any application received in respect of day-ahead transactions after the cut-off time of the Day immediately preceding the date of scheduling or on the Day of scheduling shall be considered in case of contingency of the Applicant, and the fee for such contingency applications shall be five (5) times the otherwise applicable application fees mentioned above in Table 2.3.1(i).

3.0 Procedure for “Advance Reservation” of Intra-State transmission and/or Distribution system

3.1 Submission of applications

- 3.1.1 All applications (Format -ST4) intended to be covered under section 3.7 (1) of the Regulations for advance reservation for each month, shall be submitted separately for each transaction (injection and drawal point wise) to the nodal agency i.e. System Control Centre (SCC), Electricity Department, Puducherry. This application shall be submitted preferably in cover marked “**Applications for Short-Term Open-Access – Advance Reservation**”. Captive power plants may submit single application with single injection and multiple drawal points.
- 3.1.2 The application shall be submitted upto four (4) months in advance considering the month in which the application is made to be the first month, but not later than 15th day of the preceding month.
- 3.1.3 All the applications received up to 17.00 hrs. of 15th day of the month shall be considered together, having been received at the same time, for the advance reservation.
- 3.1.4 A copy of the application shall be endorsed by the applicant to the following:
Superintending Engineer-MP/Outlying Region, Electricity Department, Puducherry in respect of transaction in Karaikal, Mahe and Yanam regions

or

Superintending Engineer- O&M/ Puducherry, Electricity Department, Puducherry in respect of transaction in Puducherry region.
- 3.1.5 The following shall be enclosed along with the applications.
- (i) Copies of the Power purchase agreements/Buyer-seller agreements.
 - (ii) Commitment letter of the buyer and seller.
 - (iii) Details of terminal beneficiary.
 - (iv) Proof of installation of SEM.
 - (iv) Clearance letter from the concerned Financial Controller or Executive Engineer / O&M towards clearance of payment dues in case of existing HT/EHT consumers of Electricity Department, Puducherry.
 - (v) Non-refundable application fee as mentioned below per transaction is to be paid along with the application form even if request is not accommodated.

Inter-se location of injection & drawal point	Nodal Agency	Application fee in Rs.
Applicant connected to the distribution network		
Both within the same distribution Licensee in the UT of Puducherry	SCC (SLDC)	2,000
Both within the UT of Puducherry but different Distribution Licensees	SCC (SLDC)	5,000
Injection point in the Intra-State Transmission system within the UT of Puducherry	SCC (SLDC)	5,000
Power supply from power exchange	NLDC	-
In different states	RLDC	-
Applicant connected to the Intra-State transmission network		
Both within the UT of Puducherry (In Intra-state network)	SCC (SLDC)	5,000
Injection Point in the Distribution network of Electricity Department	SCC (SLDC)	5,000
Avail through Power exchange	NLDC	-
In different states	RLDC	-

3.2 Processing / Approval of Applications

- 3.2.1 Processing of application for short-term open access reservation shall be done as per section 3.7 and associated provisions of the Regulations.
- 3.2.2 (i) while processing the applications, SCC shall seek the consent (Format-ST5) of the Superintending Engineer-MP/Outlying Region or Superintending Engineer-O&M/Puducherry, Electricity Department, Puducherry involved in the transaction by the 17th of the month.
- (ii) The Superintending Engineer- MP/Outlying Region or Superintending Engineer-O&M/Puducherry, Electricity Department, Puducherry shall give their consent latest by 18th of the month (15.00 hrs). In case of denial of access, the Superintending Engineer- MP/Outlying Region or Superintending Engineer-O&M/Puducherry, Electricity Department, Puducherry shall furnish reasons for the same.
- (iii) Superintending Engineer- MP/Outlying Region or Superintending Engineer-O&M/Puducherry, Electricity Department, Puducherry shall give their application wise consent (Format -ST6) to SCC. In case of constraint in the state system, SCC shall decide about reduction in MW quantum.
- 3.2.3 In case SCC does not anticipate congestion in any of the transmission/distribution system involved, the applicant(s) shall be granted short-term open access for the quantum and duration sought by 19th day of the month.
- 3.2.4 In case SCC anticipates congestion in one or more of the transmission and/or distribution system, it shall invite bids through e-mail for reservation of transmission/distribution capacity. The bidding shall be dealt with as per the procedure notified in clause 3.7 (1) (vii) of the Regulations and as per the section 3.5 of this procedure.
- 3.2.5 SCC shall issue transaction-wise approval (Format-ST9 along with the schedule of payments to be made by the user) from:
- (A) Point of injection of a seller as confirmed by Electricity Department, Puducherry.
- (B) Point of drawl of buyer as confirmed by Electricity Department, Puducherry.

- 3.2.6 All the commercial terms and charges as mentioned in section 5.0 of this procedure shall be applicable and payable by the Open access consumer.
- 3.2.7 The applicant shall pay all applicable charges in advance as per the Schedule of Payment issued by SCC within 3 working days from the date of grant of access by SCC (Format-ST10).
- 3.2.8 If a Short-term Open Access Consumer is unable to utilize the full or a substantial part of its allocated capacity for more than four (4) hours, it shall inform the SCC, and may surrender the use of such capacity but shall pay transmission and wheeling Charges applicable to the original reserved capacity and period. If the SCC is able to re-allocate this capacity, the entity which has surrendered the capacity shall be refunded the transmission and wheeling charges based on the amount and period of the reallocated capacity by the SCC.
- 3.2.9 A non-receipt or a delayed receipt of the payment shall be considered as "Payment Default" by the applicant.

3.3 Scheduling

- 3.3.1 The user's coordinators shall co-ordinate with each of the other Utilities involved and furnish the transaction details to the Electricity Department, Puducherry on a daily basis, so as to enable the SCC to incorporate the transaction in the day-ahead schedules and revisions thereof. In case mismatches are found in the transaction details, it will not be possible for the SCC to schedule the same and the user shall be intimated accordingly.
- 3.3.2 Electricity Department, Puducherry shall inform SCC, by 13.00 hrs each day regarding their proposed Open-Access transactions, transaction-wise for the next day. Modification/ changes, if any, shall be conveyed latest by 20.00 hrs of the same day.
- 3.3.3 The ramp-up/ramp-down, if required, in daily schedules (issued by SCC) on account of such transactions, shall commence at the time of commencement of the transaction and shall end at the time of termination of the transaction.
- 3.3.4 The users shall co-ordinate with the Injecting Utility and Electricity Department, Puducherry in case of revision and send a consolidated request to SCC and concerned Superintending Engineer-MP/OR or Superintending Engineer-O&M/OR, Electricity Department, Puducherry. Superintending Engineer- MP/OR or Superintending Engineer-O&M/OR, Electricity Department, Puducherry shall intimate SCC for taking up the revision. SCC shall entertain the request for revision only on bonafide ground and the same shall be implemented from the sixth time block considering the block in which request for revision is received as first time block. The decision of SCC regarding acceptance of the request for revision shall be final and binding.

3.4 Non-utilization of Reserved Transmission capacity by Short-Term Open-Access user

- 3.4.1 In accordance with the provisions contained in Clause 9.1 of the Regulations, a short-term user, unable to utilize full or substantial part of the reserved transmission capacity shall intimate the same to SCC mentioning the approval No. vide which the approval had been accorded. SCC shall issue a revised approval to the user to this effect. The surrender of reserved capacity shall be effective from the next day of the request received.
- 3.4.2 In accordance with the provisions contained in clause 9.1.4 of the Regulations, The SCC may cancel or reduce the capacity allocated, to the extent that it is under-utilised and after giving notice to the affected parties and on expiry of notice period, the reserved transmission capacity will be reduced / cancelled.
 - i) When such capacity is under-utilised for more than three (3) Days;
 - or
 - ii) When the Consumer, generating company or Licensee, as the case may be, fails to inform the Electricity Department, Puducherry of its inability to utilise the allocated capacity.

- 3.4.3 The transmission capacity becoming available as a result of surrender by short-term open access user under para 3.4.1 above or as a result of reduction or cancellation of the reserved transmission capacity by SCC under para 3.4.2 above shall be reserved for any other short-term user in accordance with relevant provisions contained in the Regulations.
- 3.4.4 The surplus capacity becoming available as a result of such surrender or reduction or cancellation of capacity, may be allocated to any other Short-term Open Access Applicant in the serial order of pending applications.

3.5 Bidding procedure

- 3.5.1 In terms of provisions of clause 3.7.1 (vii) of the Regulations, whenever capacity sought to be reserved by applicants, for a particular day or part thereof, is more than the surplus transfer capacity available, SCC shall invite bids through e-mail from such applicants.
- 3.5.2 Bidding process and reservation of capacity to the bidders shall be as per clause 3.7 (1) (vii) of the Regulations.
- 3.5.3 The Nodal Agency shall convey to the Applicants, the information of Congestion and decision for invitation of bids through e-mail indicating the floor price, in the format – ST7. Bids shall be invited for only such period during which congestion is expected to occur.
- 3.5.4 The bidders shall quote the price in the format-ST8 through e-mail, rounded-off to a whole number, in the denomination in which the floor price has been determined.
- 3.5.5 Decision of the SCC in respect of an expected congestion shall be final and binding.
- 3.5.6 Only applicants through their registered users shall be entitled to submit a bid.
- 3.5.7 Bids shall be accepted up to “bid closing time” indicated in bidding invitation notice
- 3.5.8 Modification/amendment to a bid as per Format – ST8, once submitted, including submission of a second bid by a bidder shall not be accepted.
- 3.5.9 Bids sent through post shall not be accepted.
- 3.5.10 Bid price should be quoted, rounded-off to a whole number, subject to a minimum of 100% of floor price. The floor price for bidding shall be equal to Transmission/Wheeling charges applicable for the day even though congested period may be only for few hours.
- 3.5.11 In case any of the applicants choose not to submit a bid, his application for open-access shall be treated as cancelled and will not be processed. The transmission/distribution capacity becoming available as a result of non-participation in bidding shall be reserved for any other short-term user in accordance with relevant provisions of regulations on open-access.
- 3.5.12 No requests for extension of the time/date for submission of the bids shall be entertained by SCC.
- 3.5.13 SCC reserves the right to reject an in-complete/vague bid and/or not found to be in conformity with these procedure/regulations on open-access.
- 3.5.14 The finalization and allocation of transmission/distribution capacity and payment to be made by the successful bidders shall be as per Clause 3.7 (1) (vii) of the Regulations.

4.0 Procedure for reservation of Transmission Capacity for Short-Term Open-Access for “First-Come-First-Served” applicants

4.1 Submission of applications

- 4.1.1 An application for short-term open-access in a prescribed format (Format -ST4) shall be submitted by open-access user for each transaction to SCC. Application shall be submitted preferably in a cover marked “**Application for short-term open-access – First-cum-first-served.**”

4.1.2 A copy of the application shall be endorsed by the applicant to the following:

- (i) Superintending Engineer-MP/OR, Electricity Department, Puducherry in case of Karaikal, Mahe and Yanam regions.

OR

- (ii) Superintending Engineer-O&M/PR, Electricity Department, Puducherry in case of Puducherry.

4.1.3 Applications received under the following category shall be treated as first-come-first-served applications.

- (i) Applications received in a month for open-access commencing and terminating in the month in which application is made, excluding application for the day ahead transactions.
- (ii) Applications received after 15th day of the month for open-access commencing and terminating in the following month. All such applications received between 20th and 26th of the month shall be processed only after 26th on first-come-first-served basis.
- (iii) Applications received under first-come-first-served category for open-access shall be considered only when transactions are commencing and terminating in the same calendar month.

4.1.4 The following shall be enclosed along with the applications.

- (i) Copies of the Power purchase agreements/Buyer-seller agreements.
- (ii) Commitment letter of the buyer and seller.
- (iii) Details of terminal beneficiary.
- (iv) Proof of installation of SEM.
- (iv) Clearance letter from the concerned Financial Controller or Executive Engineer / O&M towards clearance of payment dues in case of existing HT/EHT consumers of Electricity Department, Puducherry.
- (v) Non-refundable application fee as mentioned below per transaction is to be paid along with the application form even if request is not accommodated.

Inter-se location of injection & drawal point	Nodal Agency	Application fee in Rs.
Applicant connected to the distribution network		
Both within the same distribution Licensee in the UT of Puducherry	SCC (SLDC)	2,000
Both within the UT of Puducherry but different Distribution Licensees	SCC (SLDC)	5,000
Injection point in the Intra-State Transmission system within the UT of Puducherry	SCC (SLDC)	5,000
Power supply from power exchange	NLDC	-
In different states	RLDC	-
Applicant connected to the Intra-State transmission network		
Both within the UT of Puducherry (In Intra-state network)	SCC (SLDC)	5,000
Injection Point in the Distribution network of Electricity Department	SCC (SLDC)	5,000
Avail through Power exchange	NLDC	-
In different states	RLDC	-

4.2 Processing / Approval of applications

- 4.2.1 Applications shall be submitted four (4) days in advance of the date of open access to SCC before 5:00PM hrs. In case of congestion, the reservation shall be granted on pro rata basis.
- 4.2.2 While processing the applications, SCC shall seek the consent Superintending Engineer-MP/OR or Superintending Engineer O&M/PR, Electricity Department, Puducherry involved in the transaction in a prescribed format (Format -ST5). Time taken to give consent would be as under:
- | | | |
|--------------------------------|---|--------|
| Transaction up to one week | - | 1 day |
| Transaction exceeding one week | - | 2 days |
- In case of denial of access, the Superintending Engineer- MP/OR or Superintending Engineer O&M/Puducherry Region, Electricity Department, Puducherry concerned shall furnish reasons for the same.
- 4.2.3 Superintending Engineer-MP/OR or Superintending Engineer O&M/PR, Electricity Department, Puducherry shall give their application wise consent to SCC (Format -ST6).
- 4.2.4 SCC shall issue transaction wise approval from the point of injection of a seller to the point of drawl of buyer as confirmed by SCC (Format ST9) along with the schedule of payments to be made by the user. The applicant shall pay advance charges as per the Schedule of Payment issued by SCC within 3 working days from the date of grant of access by SCC (Format – ST10).
- 4.2.5 All the commercial terms and charges as mentioned in section 5.0 of this procedure shall be applicable and payable by the Open access consumer.
- 4.2.6 If a Short-term Open Access Consumer is unable to utilize the full or a substantial part of its allocated capacity for more than four (4) hours, it shall inform the SCC, and may surrender the use of such capacity but shall pay transmission and wheeling Charges applicable to the original reserved capacity and period. If the SCC is able to re-allocate this capacity, the entity which has surrendered the capacity shall be refunded the transmission and wheeling charges based on the amount and period of the reallocated capacity by the SCC.
- 4.2.7 A non-receipt or a delayed receipt of the payment shall be considered as “Payment Default” by the applicant.

4.3 Scheduling

- 4.3.1 The user's coordinators shall co-ordinate with each of the other Utilities involved and furnish the transaction details to the Electricity Department, Puducherry on a daily basis, so as to enable the SCC to incorporate the transaction in the day-ahead schedules and revisions thereof. In case mismatches are found in the transaction details, it will not be possible for the SCC to schedule the same and the user shall be intimated accordingly.
- 4.3.2 Electricity Department, Puducherry shall inform SCC, by 13.00 hrs each day regarding their proposed Open-Access transactions, transaction-wise for the next day. Modification/ changes, if any, shall be conveyed latest by 20.00 hrs of the same day.
- 4.3.3 The ramp-up/ramp-down, if required, in daily schedules (issued by SCC) on account of such transactions, shall commence at the time of commencement of the transaction and shall end at the time of termination of the transaction.
- 4.3.4 The users shall co-ordinate with the Injecting Utility and Electricity Department, Puducherry in case of revision and send a consolidated request to SCC and concerned Superintending Engineer- MP/OR or Superintending Engineer O&M/PR, Electricity Department, Puducherry. Superintending Engineer- MP/OR or Superintending Engineer O&M/PR, Electricity Department, Puducherry shall intimate SCC for taking up the revision. SCC shall entertain the request for revision only on bonafide ground and the same shall be implemented from the sixth time block considering the block in which request for revision is received as first time block. The decision of SCC regarding acceptance of the request for revision shall be final and binding.

5.0 Commercial conditions

In terms of the provisions under Chapter 4 of the Regulations, following commercial conditions shall apply.

5.1 Terms of payment

- (I) All payments associated with short-term open-access shall be made by the applicant/user to SCC.
- (II) Payments shall be made for each approval separately.
- (III) Applicant shall make following payment in advance to SCC within three working days from the date of grant of access, but before commencement of the Open access.
 - (a) Transmission/ Wheeling charges (as per Regulation 4.1 & 4.2) in full, in respect of Electricity Department, Puducherry.
 - (b) Scheduling & System Operating charges (as per Regulation 4.3) in full, in respect of SCC.
 - (c) Cross Subsidy charges, Additional surcharge, Standby charges and reactive Energy charges (as per regulation 4.4 to 4.7) in full, in respect of Electricity Department, Puducherry.
- (IV) **Imbalance Charges:**

The Imbalance charges shall be payable by STOA customer within 10 days from the date of intimation by the Nodal Agency as under:

Scheduling of all transactions pursuant to grant of Short term open access shall be carried out on day ahead basis in accordance with Grid Code and JERC Grid Code in force.

Any mismatch between scheduled and the actual drawl at drawl points and scheduled and actual injection at injection points for the intra-state entities shall be charged as under:

(A) Open Access buyer other than the consumer of the Department.

When the Open Access Customer (buyer) is not a consumer of the Department, the mismatch of scheduled entitlement and actual drawal for any 15 minutes time block shall be met from the grid and will be paid/charged as under:-

1) Over drawal

- (a) The over drawal for each time block of 15 minutes, as projected at the injection point i.e. by loading the T&D loss as applicable, shall be paid for by the STOA consumer at the rate of the summation of the following charges as applicable for the respective time blocks in which over drawal takes place:-

a.(i) Higher of the deviation charges, additional charges for deviation as well as additional charges in case of frequency below 49.85 Hz as applicable for the relevant time block, for inter-State transaction, in accordance with the CERC (Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time **or** the temporary tariff applicable for the consumer category as determined by the JERC from time to time, provided that if JERC has not specified any temporary tariff for a category, charges at the rate of 125% of the normal category shall be applicable; **and**

a.(ii) Any other charges payable for deviation under CERC/JERC Regulations or procedure framed there under, to the extent the same are not covered in (a.i.) above.

- (b) The various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the LTOA consumer on the over drawal also.

2) Under drawal

- (a) The Underdrawal for any 15 minute time block at the point of supply shall be paid to the STOA Consumer at the rate for deviation as applicable for inter-State transaction in accordance with CERC (Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time, provided that charges payable by the recipient in respect of the deviation for the under drawal by the buyer in a time block in excess of 12% of the schedule shall be zero.
- (b) The additional charges for deviation as applicable for the under drawal in accordance with the aforesaid Regulations of CERC in situation where the frequency is 50.05 Hz or more shall be payable to the Department by the Open Access customer whose actual drawal is less than the schedule.
- (c) The various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the buyer on the scheduled quantum irrespective of actual drawal.

(B) Partial Open Access Consumer who is a consumer of the Department

- i) A consumer will be entitled for the Admissible drawal of power which is the difference between the Contracted Maximum Demand and maximum quantum of Open Access for which approval has been accorded by the Nodal Agency. In case, the consumer desires to draw power in excess of his sanctioned Contract Demand, he shall have to get his sanctioned Contract Demand increased in accordance with the provisions of Supply Code and other relevant Regulations notified by the Commission from time to time.
- ii) Demand Charges shall be payable by the consumer on the sanctioned Contract Demand/revised Contract Demand irrespective of its purchase of power through open access, to the licensee as per relevant Schedule of the tariff order.
- iii) Consumer availing STOA shall submit the schedule only for drawal of power through open access and no schedule for drawal of power as a normal consumer of distribution licensee shall be required.
- iv) In case of overdrawal above the admissible drawal of electricity by the STOA consumers, the following charges shall be paid by the STOA consumer.
 - (a) Fixed charges on the admissible drawal of electricity even if there is no drawal from the Department.
 - (b) Energy charges corresponding to drawal from the Department limited to admissible drawal of electricity at the applicable energy charge rate of the Department.

- (c) Additional fixed charges at the rate of 125% of normal fixed charges, for demand over the admissible drawal of electricity.
- (d) Energy charges on any drawal above the admissible drawal of electricity at the rate of charges for temporary connection for the same category.
- v) The total recorded drawal by the consumer for the different tariff blocks in the billing month shall be reduced by the total scheduled entitlement for various time blocks in the respective tariff blocks in the billing month as per the schedules under Open Access arrangement, irrespective of actual drawal by the consumer in the respective time blocks. The balance energy shall be treated as supplied by the distribution licensee to the consumer as per the relevant tariff order of the Commission. In case the total drawal, including the same under the Open Access arrangement, exceeds the sanctioned Contract Demand or the reduced Contract Demand, as applicable, at any time during the billing period, such over drawal shall be considered as violation of the Contract Demand in accordance with the provisions of normal schedule of tariff and the Contract Demand Violation Charges shall also be charged accordingly in addition to the energy charges as per the schedule of Tariff.
- vi) In case of time blocks where the total recorded drawal of the consumer is less than the scheduled entitlement of the consumer in that time block, such under drawal by the STOA consumer will not attract any charges to be paid by the Department on account of Underdrawal. However, the STOA consumer shall not be entitled for any relief in the demand charges on account of any such under drawal.

(C) Open Access by a Generator/Trader

The quantum by which the injected energy exceeds or falls short of the scheduled energy injection (i.e. mismatch between the scheduled and actual injection) for any 15 minutes time block, shall be paid for as under:-

(i) Over injection

- (a) The over injection (i.e. injection exceeding the schedule) for any 15 minute time block shall be paid for to the STOA Consumer at the rate for deviation as applicable for inter State transaction in accordance with CERC (Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time: Provided that charges payable by the recipient in respect of the deviation for the over injection by the seller in a time block in excess of 12% of the schedule shall be zero except in case of injection of infirm power.
- (b) The additional charges for deviation as applicable for the over injection in accordance with the aforesaid Regulations of CERC in situation where the frequency is 50.05 Hz or more shall be payable to the Department by the Open Access customer whose actual injection is more than the schedule.
- (c) In case of over injection, the various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the seller on the scheduled quantum irrespective of actual injection.

(ii) Under Injection

- (a) The under shall be payable by the STOA Consumer at the rate of the summation of the following charges as applicable for the respective time blocks in which under injection takes places:-

- a.(i) the deviation charges, additional charges for deviation as well as additional charges in case of frequency below 49.85 Hz as applicable for the relevant time block, for inter-State transaction, in accordance with the CERC(Deviations Settlement Mechanism and related matters) Regulations, 2014 as amended from time to time; and
 - a.(ii) Any other charges payable for deviation under CERC/JERC Regulations or procedure framed there under, to the extent the same are not covered in (a.i.) above.
- (b) In case of under injection, the various charges for inter-State and intra-State systems i.e. transmission charges, wheeling charges, congestion charges as well as the applicable T&D losses for inter-State and intra-State systems, shall be borne by the generator on the scheduled quantum irrespective of actual injection.
- (V) In case of full open access consumer, Stand-by charges as per regulations 4.6 shall be paid to the Department as notified by the Nodal Office.
- (VI) Reactive Energy charges as intimated by the Nodal Agency, calculated as per regulation 4.7 of JERC Open Access Regulations 2017, shall be paid by the Open access consumer to the Nodal Agency within 10 days.
- (VII) All payments towards the STOA charges shall be remitted only by way of Demand draft/bankers cheque drawn in favour of **“The SAO –II, Electricity Department, Puducherry”** payable at par at Puducherry. No cheque payments will be accepted.
- (VIII) In case a STOA applicant relinquishes/abandons an approval issued, payment of transmission/wheeling charges, scheduling and system operating charges for the remaining period of open access granted shall be payable by the user as per clause 9.1.4 of the Regulations.
- (IX) Any additional GST levied by the Government shall be extra as applicable from time to time.

6.0 General

- 6.1 In the existing set up the Nodal Agency, System Control Centre (SCC) is functioning as an integral part of Electricity Department, Puducherry and all correspondences intended to Nodal Agency shall be addressed to the Executive Engineer –SCC, Electricity Department, Puducherry.
- 6.2 Any amendment/modification to an existing application/agreement except those specifically mentioned in the procedure shall be treated as a fresh application.
- 6.3 The “month” means a Calendar month as per the British Calendar.
- 6.4 The “day” means a day starting at 00.00 hrs and ending at 24.00 hrs. For example, in the application of reservation for the time period 23.00 hrs to 05.00 hrs, the reservation of capacity shall be from 23.00 hrs to 24.00 hrs in one block and 00.00 hrs to 05.00 hrs in another block and short-term charges shall be payable accordingly.
- 6.5 The duration of reservation in a day/block shall be continuous based on which the short-term transmission charges shall be applicable. For example, in the application of reservation for time period 08.00 hrs to 10.00 hrs and 17.00 hrs to 21.00 hrs of the day, the reservation of the capacity shall be from 08.00 hrs to 10.00 hrs in one block and 17.00 hrs to 21.00 hrs in another block and short-term charges shall be payable accordingly.
- 6.6 In case of varying capacity reservation sought over the same time block/day, the highest capacity sought to be reserved shall be considered for capacity for reservation and charges shall be regulated accordingly.

- 6.7 During the course of the day of operation, requests for revisions of the schedules of the short-term Open Access transactions shall not be entertained, by the SCC.
- 6.8 The request for transfer of reserved transmission capacity by a short-term user to any other user shall not be entertained.
- 6.9 The short-term users who have not been granted the reservation of transmission capacity, their applications shall stand disposed off. The applicants shall be intimated about the same by SCC.
- 6.10 All costs/expenses/charges associated with Bank draft/Letter of Credit shall be borne by the applicant/user.
- 6.11 An incomplete/vague application and an application not found to be in conformity with these procedures/regulations shall be rejected.

6.12 Curtailment of Short-Term transactions

Reservation of transmission capacity to the short-term user may be reduced or cancelled by SCC, if the Central Government allocates power from the Central generating station to Electricity Department, Puducherry and such allocation, in the opinion of SCC cannot otherwise be implemented due to congestion in transmission link. In the event of reduction or cancellation of transmission capacity reserved for a short-term user by SCC due to above reasons, the short-term user shall be intimated by SCC, its decision to reduce or cancel transaction capacity within a day of receipt of such allocation from competent authority.

(i) When because of transmission constraint or otherwise, it becomes necessary to curtail the transmission service of the transmission users, the short-term user shall be curtailed first followed by the medium-term user and then by long-term user. Provided that under STOA, bilateral Transaction shall be curtailed/cancelled, followed by Collective Transaction. Provided that within STOA category all users shall have same curtailment priority and shall be curtailed pro-rata to the reserved transmission/distribution capacity.

(ii) In case of curtailment of the reserved transmission capacity by SCC on any particular day on account of transmission constraints, the transmission and wheeling charges for that day shall be payable by short-term users on pro-rata basis in accordance with the transmission capacity actually provided.

- 6.13 None of the charges payable by short-term open-access users and/or any other utilities involved in the transaction shall be adjusted by them against any other payments/charges.
- 6.14 In case of a force majeure as determined and notified by SCC, SCC may curtail/suspend a scheduled transaction. The decision of SCC as to the existence of a force majeure condition shall be final and binding.
- 6.15 The applicants shall abide by provisions of the Electricity Act-2003 and Indian Electricity grid Code/State Grid Code as amended from time to time.

6.16 Default in Payment

- (i) Non-payment of any charge or sum of money payable by the STOA Consumer under these JERC Regulations notified vide JERC-21/2017 shall be considered as non-compliance of the Regulations. In case the default is in the payment of charges of the Electricity Department, Puducherry, Open Access will be discontinued after giving the defaulting STOA Consumer an advance notice of fifteen (15) Days without prejudice to their right to recover applicable charges.
- (ii) In case of default in payment of charges due to the SCC, the SCC may refuse to schedule power to the defaulting Open Access Consumer and direct the Electricity Department, Puducherry to disconnect such STOA Consumer from the grid.
- (iii) The SCC is at liberty to summarily reject an application for Open access from Users who has defaulted in payments and charges leviable as specified in the Regulations.

6.17 Average Transmission/Distribution losses shall be applied as provided under clause 6.2 of the Regulations.

6.18 Disbursal of payment

- (i) SCC will reconcile the short-term open-access charges collected during the previous month.
- (ii) In case of refund due to curtailment or surrender of capacity by any open-access user becomes due during the previous month, the same shall also be disbursed to the concerned short-term open-access user.

6.19 The applicant/user shall keep SCC/Electricity Department, Puducherry indemnified at all times and shall undertake to indemnify, defend and save SCC/Electricity Department, Puducherry harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees and all other obligations by or to third parties, arising out of or resulting from transactions.

6.20 As per section 9.3 of the Regulations, Open access consumers shall fulfill its renewable purchase obligation and provide RPO compliance to REAP, Puducherry as per the format-RPO, under copy to SCC. Necessary documentary evidence shall be produced in proof of compliance along with the format-RPO.

6.21 **Under drawal of power by an Open access consumer due to reasons attributable to the Department on account of breakdown of the electrical system.**

In case an Intra-State short term Open Access Consumer is unable to receive power scheduled from a generating company/trader/power exchange due to un-notified Transmission and/or Distribution System outage and if the generating company/trader/power exchange has injected scheduled power into the grid for use by such Intra-State short term Open Access Consumer, then the Department shall pay such Intra-State short term Open Access Consumer, the charges payable by him to the generating company/trader/power exchange or the lowest tariff applicable to the Consumer category, whichever is lower. The quantum of power shall be arrived by taking into account for the period during which the un-notified transmission and/or distribution system outage has occurred.

7.0 Review of the procedure:

These procedures have been prepared considering the avenues available and the intricacies involved. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing these procedures. In order to resolve the same these procedures would be reviewed, as and when required or in the event of any amendment to the Open access Regulations and notified with the approval of Commission, if required.

Format - RPO

Final RPO ACHIVEMENTS DATA RPORTING FOR FINANCIAL YEAR 20 TO 20.....

Name of the company/ Organisation

For Generation: Plant installed capacity (MW)

Sale outside/third party (In MW)

For OA consumer: Contract Maximum demand (In KVA)

(Source: _____ Consumption location _____)

(All values in MU)

Fiscal year ()	Total Energy Consumption (from captive source in case of Captive user) / (from open access source in case of OA consumer)	Solar RPO		Non-Solar RPO		Total energy y to be procured as per RPO (E) = (A + C)	Total RE procurement (Solar + Non Solar) (F)= (B+D)	Shortfall if any (E-F)
		Solar RPO Target for respective years (A)	Energy actually procured against target (B)	Non-Solar RPO Target for respective years (C)	Energy actually procured against target (D)			
			RE REC		RE REC			
January								
February								
March								
April								
May								
.....								
December								

Sign and Seal of authorized signatory of Company

Sign and Seal of C.A.

- Note:
- 1) Detailed information about RE generators from whom RE purchased along with proof of REC purchased if any shall be submitted along with report for confirmation purpose.
 - 2) In case of OA consumer copy of open access permission for concerned period shall be submitted.
 - 3) In case of CPP copy of grid connectivity permission shall be submitted

Format -ST1

APPLICATION FOR GRANT OF SHORT TERM OPEN ACCESS (Day Ahead transactions) <i>{To be submitted by the prospective Short term open access applicant}</i>				
1.	Application:	No	Date:	
2.	Name of the applicant:			
3.	Address for correspondence:			
	Phone No:	Off	Res	Mobile:
	Email id:			Fax
4.	Agreement / MOU / Consent letter details:			
	Applicant type – Buyer / Seller /Trader / Captive Generator /Non conventional <i>(To fill up only relevant agreement details)</i>			
	MOU / Agreement / Consent letter			
	With	Reference No	Date	
	Buyer			
	Seller			
5	Coordinator details			
	Name:			
	Designation:			
	Phone Nos	(Off)	(Res)	
		(Mobile)	(Fax)	
	E-Mail id:			
6	Capacity applied			
	Date of transaction	From (hrs)	To (hrs)	MW
7	Injecting utility details			
	Name:			
	Point of injection			
	Name of concerned licensee			
	Connectivity Details to the grid to be enclosed along with details of boundary meters (path to nearest Sub-Station) :-			
8	Drawee utility details			
	Name:			
	Point of drawal:			
	Name of concerned licensee			
	Connectivity Details to the grid to be enclosed along with details of boundary meters (path to nearest Sub-Station) :-			
9	Name of trader, if any			

10	Whether payment for application fees, transmission/wheeling charges and operating charges enclosed. If yes furnish details	
11	<p>It is hereby certified that</p> <p>(a) All utilities (including buyer, seller, and trader) to the transaction shall abide by the provisions of Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 as amended from time to time.</p> <p>(b) M/s _____ have a valid Trading license (No. _____ issued by _____ and valid up to _____) and will abide by Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 as amended from time to time. (Note: This clause is applicable only in case applicant is a trader)</p> <p>(c) The applicant hereby agrees to keep SCC, Electricity Department, Puducherry indemnified at all times and undertake to indemnify, defend and save SCC, Electricity Department, Puducherry, harmless from any and all damages, losses, claims and action relating to injury or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees and all other obligations by or to third parties, arising out of or resulting from the transactions under this approval.</p> <p>(d) The buyer and the seller have entered into commercial agreement for the proposed transaction. Payment of short-term charges (if not paid) shall be made by me within 3 working days of date of application, without any delay.</p> <p>12. Provisions of "Procedure for Day-ahead reservation of transmission capacity to short-term open-access customers" issued by SCC are hereby agreed.</p> <p style="text-align: right;">Signature: _____</p> <p>Place: _____ Name: _____</p> <p>Date: _____ Designation: _____</p> <p>Through _____</p> <p>Signature: _____</p> <p>Place: _____ Name: _____</p> <p>Date: _____ Designation: _____</p> <p>Enclosures:</p> <p>1. Copy of MoU / Consent letter / Agreements</p> <p>Copy to:</p> <p>a) The Superintending Engineer – MP & OR / O&M, Electricity Department, Puducherry</p> <p>b) Executive Engineer – EHV / SCC, Electricity Department, Puducherry</p>	
Date and time of receipt of application		(To be filled in by SCC)

Format –ST2

Approval for Short-Term Open-Access
(to be issued by SCC, ED, Puducherry)

Approval No.: _____

Date: _____

Ref: Original Application No. _____ Date: _____

1. Name of the User :
2. Name of injecting utility :
3. Name of drawee utility :
4. Capacity applied :

Date of Transaction	From (hrs.)	To (hrs.)	Capacity MW

5. Capacity approved :

Date of Transaction	From (hrs.)	To (hrs.)	Capacity MW

6. Above approval is in accordance to the provisions of the "Procedure for day-ahead reservation of transmission capacity to short-term open access users" issued by SCC.

7. This approval is subject to :-

- a. Compliance of Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 and its amendments from time to time.
- b. The responsibility of ensuring compliances with the provisions of Electricity Act-2003 and JERC (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017 shall lie with Applicant/User.
- c. Payment of short-term charges within 3 working days from the date of application.

Enclosure: Schedule of Payment

Signature

Place :

Name :

Date :

Designation:

To

(applicant) _____

Copy to:

The Superintending Engineer –MP/ Outlying Regions or O&M, Puducherry,
Electricity Department, Puducherry

Format-ST3

SCHEDULE OF PAYMENTS
(To be sent along with approval Format-ST2)

- a. Approval No. _____ date. _____
 b. Ref: Application No. _____ dt. _____
 c. Due date: (within 3 working days from the date of grant of access)

MW-days: (to be calculated by multiplying capacity approved (MW) with no. of days multiplied with applicable day rate (full/half/one-fourth) depending upon the no. of hours in continuous time block.)

From	To	Time period		Capacity MW	MW-days
(date)	(date)	From (hrs.)	To (hrs.)		
				Total MW days	

Short term open-access charges

Sl. No.:	Particulars	ST-Rate Rs ____/MW/day	Total MW-days	Amount (Rs)
1.0	Transmission charges			
1.1	Wheeling Charges			
	Sub Total(1)			
2.0	Scheduling & System Operating charges for	Rs./day		
2.1	System Control Centre			
	Sub Total(2)			
3	Cross subsidy surcharge			
4	Additional surcharge			
5	Other charges if any			
	Total payment (1+2+3+4+5)			

1. Details of Bank draft:

- a. Name of Bank with address.
 b. Demand Draft/ Banker cheque no. & date
 c. For amount Rs. _____ in favour of "The SAO-II, Electricity Department, Puducherry"
 payable at Puducherry.

Place: _____

Date: _____

Signature: _____

Name: _____

Designation: _____

Format – ST4

**Application for grant of Short-Term Open-Access
Advance Reservation / First-Come-First-Served
(to be sent by Short-Term Open-Access applicant)**

1. Application:		No.:		Date:			
2. Name of the applicant (user):							
3. Address for correspondence:							
Phone No: (Off.):		(Res):		(Fax):			
E-mail id:		Mobile No.:					
4. Agreement / MoU details							
Applicant type - Buyer / Seller / Trader (needs to fill up only relevant agreement details)							
With	No	Date	Valid up-to	Max. MW	Capacity already utilized earlier	No. of days open access utilised	Balance MW
Buyer							
Seller							
5. Coordinator detail							
Name:							
Designation:							
Phone No: (Off.):		(Res.):					
(Fax):		(Mobile):					
e-mail id:							
6. Capacity applied							
Period		Time period		Capacity			
From (date)	To (date)	From (Hrs)	To (Hrs)	(MW)			
7. Injecting utility details							
Name:							
Point of injection:							
Name of concerned Licensee:							
Connectivity Details to the grid to be enclosed along with details of boundary meters (path to nearest Sub-Station) :-							

8. Drawee utility detail			
Name:			
Point of drawl:			
Name of concerned Licensee:		Region:	
Connectivity Details to the grid to be enclosed along with details of boundary meters (path to nearest Sub-Station) :-			
9. Name of trader, if any			
10. Non-refundable application fee			
Demand draft / Bankers cheque No.:			
In favour of:			
Payable at:			
<p>11. M/s_____ have a valid Trading license(No._____ issued by_____ and valid up-to_____) and will abide by Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017as amended from time to time.</p> <p><i>(Note: This clause is applicable only in case applicant is a trader)</i></p>			
<p>12.It is hereby certified that</p> <p>(a) All utilities (including buyer, seller, trader) to the transactions shall abide by the provisions of the Joint Electricity Regulatory Commission for the State of Goa and Union Territories (JERC) (Connectivity and Open Access in Intra-State Transmission and Distribution) Regulations, 2017and amendment if any from time to time.</p> <p>(b) The applicant hereby agrees to keep SCC, Electricity Department, Puducherry indemnified at all times and undertakes to indemnify, defend and save SCC, Electricity Department, Puducherry harmless from any and all damages, losses, claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees and all other obligations by or to third parties, arising out of or resulting from the transactions under this Approval.</p>			
<p>13. The provisions of the 'Procedure for reservation of transmission capacity to Short-Term Open Access users' issued by SCC, Electricity Department, Puducherry are hereby agreed.</p>			
Place :		Signature :	
Date :		Name :	
		Designation :	
Enclosures :			
1. Copy of agreements.			
2. DD / Bankers Cheque			
Copy to : SE-MP/OR or SE-O&M/Pdy Region, Electricity Department, Puducherry involved in transaction			
Date & Time of receipt of application		(to be filled in by SCC)	

Format –ST5

Request for consent for Short-Term Open-Access
(to be sent by SCC to concerned in ED, Pdy)

Ref. No.: _____

Date: _____

Consent to be sent by Superintending Engineer – MP/OR or O&M/PR, ED, Pdy

Ref: Application No. _____ Date: _____

1. Name of the applicant :

2. Name of injecting utility :

3. Name of drawee utility :

4. Consent sought for :

From	To	Time period		Capacity MW
(date)	(date)	From (hrs.)	To (hrs.)	

5. The Superintending Engineer MP/OR or O&M/PR, ED, Puducherry to furnish application-wise consent. In case of congestion in the State transmission system or Distribution system, the concerned Office should decide the reduced quantum (MW) to be allowed

6. In case, consent is not received by.....hrs. on.....(date), approval to this transaction would not be granted by SCC.

Signature**Place :****Name :****Date :****Designation:****To**

Format –ST6

Consent for Short-Term Open-Access
(to be sent by Circle head of ED, Puducherry to SCC)

Ref. No.: _____

Date: _____

Consent to be sent by Superintending Engineer – MP/OR or O&M/PR, ED, Puducherry.

Ref: Application No. _____ Date: _____

1. Name of the applicant :

2. Name of injecting utility :

3. Name of drawee utility :

4. Consent sought for :

From	To	Time period		Capacity MW
(date)	(date)	From (hrs.)	To (hrs.)	

5. A curtailed approval is being accorded on account of a perceived congestion in _____ network.

Signature:

Place :

Name :

Date :

Designation:

To

Format –ST7

Invitation of bids from Short-Term Open-Access consumers on account of congestion
(to be sent by SCC to Applicants)

Ref. No.: _____ Date: _____

To

M/s _____ (Applicant)

Ref. : Application No.

Dear Sir,

With reference to your application for reservation of transmission capacity for short-term open-access, there is an anticipated congestion as follows:

Congestion period		Time period		Total capacity available (MW)	Total capacity applied by all applicants (MW)
From (date)	To (date)	From (Hrs)	To (Hrs)		

Please quote your price (Rs/MWh rounded off to a whole number) for Transmission and/or wheeling charges not below the floor price of Rs _____, during the period of congestion, if any, latest by _____. In case, no reply is received by the specified time limit, your application will be deemed to have been withdrawn and will not be processed further.

Signature :

Place:

Name :

Date :

Designation:

Format - ST8

Bidding for allocation of Transmission/wheeling capacity during the period of congestion
(to be sent by Bidding applicant to SCC through e-mail)

Ref. No.: _____

Date: _____

To

SCC

Ref. : (1) Original application no.
 (2) Reference number of SCC inviting for Bidding

Dear Sir,

With reference to your letter No. _____, dt. _____, I do hereby confirm that (*strikeout or delete the clauses which are not applicable*)

i) I would like to avail the transmission and/or Wheeling capacity for STOA at the rate quoted below during the congestion period.

Sl. No:	Congestion period				Applied capacity (MW)	Quoted price during the congestion period Rs/MWh
	Period		Time period			
	From (date)	To (date)	From (Hrs)	To (Hrs)		

I hereby abide by the provisions of the Clause 3.7(1)(vii) of the Joint Electricity Regulatory Commission for the State of Goa and Union Territories (Connectivity and open Access in Intra-State Transmission and Distribution) Regulations, 2017 and its amendments from time to time.

Signature :

Place:

Name :

Date :

Designation:

Format –ST9

Approval for Short-Term Open-Access
(to be issued by SCC, ED, Puducherry)

Approval No.: _____

Date: _____

Ref: Original Application No. _____ Date: _____

Revised letter No: _____ Date: _____

1. Name of the applicant :

2. Name of injecting utility :

3. Name of drawee utility :

4. Open Access applied for :

From	To	Time period		Capacity MW
(date)	(date)	From (hrs.)	To (hrs.)	

5. Open-access capacity approved :

From	To	Time period		Capacity MW
(date)	(date)	From (hrs.)	To (hrs.)	

6. In accordance with the bids invited for _____ transmission system, transmission charges in respect of the above mentioned system shall be Rs. _____/MW/day for the period from _____ to _____.
7. Above approval is in accordance with the provisions of the "Procedure for reservation of transmission capacity to short-term open-access" issued by SCC, Electricity Department, Puducherry.
8. LC may be opened by _____ for Rs. _____ within seven days of commencement of transactions.
9. This approval is subject to full payment made by applicant on or before the due date as specified in the "Schedule of Payment" enclosed and subject to fulfilment of the following
- Joint Electricity Regulatory Commission for the State of Goa and Union Territories (Connectivity and open Access in Intra-State Transmission and Distribution) Regulations, 2017
 - The responsibility of ensuring compliances with the provisions of Electricity Act-2003 shall lie with Applicant/User.
10. Standard conditions/format for LC may be as per the formats mentioned in the procedure.

Enclosure: Schedule of Payment

Signature :

Place :

Name :

Date :

Designation :

To

(applicant) _____

Copy to: Superintending Engineer –MP/ OR or O&M/PR, Electricity Department, Puducherry.

SCHEDULE OF PAYMENTS
(To be sent along with Format ST9)

a. Approval No. _____ dt. _____

b. Ref: Application No. _____ dt. _____

c. Due date: (within 3 working days from the date of grant of access)

MW-days: (to be calculated by multiplying capacity approved (MW) with no. of days multiplied with applicable day rate (full/half/one-fourth) depending upon the no. of hours in continuous time block.)

From	To	Time period		Capacity MW	MW-days
(date)	(date)	From (hrs.)	To (hrs.)		
				Total MW days	

Short term open-access charges

Sl. No.:	Particulars	ST-Rate Rs ____/MW/day	Total MW-days	Amount (Rs)
1	Transmission/ Distribution(Wheeling) Charges			
	1.1 Transmission charges			
	1.2 Distribution(Wheeling) Charges			
	Sub Total(1)			
2	Scheduling & Sys. Operating charges	Rs./day		
	2.1 System Control Centre			
	Sub Total(2)			
3	Cross subsidy charge			
4	Additional surcharge			
5	Other charges if any			
	Total payment(1+2+3+4+5)			

Due date for subsequent payments

i) Amount Rs. _____ due date:

ii) Amount Rs. _____ due date:

iii) Amount Rs. _____ due date:

Place: _____

Date : _____

Signature : _____

Name : _____

Designation : _____

Format - ST10

Details Of Payment
(to be submitted by the user along with the payment)

- a. Ref: Approval No. _____ dt. _____
- b. Ref: Application No. _____ dt. _____
- c. Payment for the period: From: (date) To: (date)

Sl. No:	Particulars	Applicable STOA charges (Rs)
1	Transmission/Distribution (Wheeling) charges	
	1.1 Transmission charges	
	1.2 Distribution(Wheeling) Charges	
	Sub Total(1)	
2	Scheduling & Sys. Operating charges	Rs per day
	2.1 System Control Centre	
	Sub Total(2)	
3	Cross subsidy charge	
4	Additional surcharge	
5	Other charges if any	
	Total payment (1+2+3+4+5)	

1. Details of Bank draft:

- a. Name of Bank with address.
- b. Demand Draft/ Banker cheque no. & date
- c. For amount Rs. _____ in favour of "**The SAO-II, Electricity Department, Puducherry**" payable at Puducherry.

Place: _____

Date : _____

Signature : _____

Name : _____

Designation : _____

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